

**File No. 6273 Supply of Waste Container and disposal of Solid Waste Services-Thursday,
January 9, 2014 @ 11:00 AM**

Invitation for Bid	If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.
FILE NO: 6273	
COMMODITY: Supply of Waste Container and Disposal of Solid Waste Services	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
 795 Massachusetts Avenue, Room 303
 Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, DECEMBER 19, 2013**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **THURSDAY, JANUARY 2, 2014** which has been rescheduled for **THURSDAY, JANUARY 9, 2014**. **Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Invitation for Bid, File No.6273.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: **"This envelope contains a bid for Supply of Waste Container and Disposal of Solid Waste Services opened at 11:00 a.m. on Thursday, January 9, 2014. The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ FAX NUMBER: _____

EMAIL ADDRESS _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Name of Bidder: _____

City of Cambridge
Purchasing Department

TO: Cynthia Griffin, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish Waste Container and Disposal of Solid Waste Services, for a period of one year, with an option to renew for two additional one-year periods at the sole discretion of the awarding authority, all in accordance with the enclosed specifications.

One award will be made as a result of this Invitation for Bid. The award will be made to the responsive and responsible bidder offering the lowest total price for year one. The City will renew year 2 & 3 depending on the performance of the contractor and the price for the subsequent years. The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and other available funds.

Prices must remain **FIRM** during the entire contract period.

Contract will be awarded within forty-five days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

PLEASE SUBMIT YOUR BID IN DUPLICATE.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.

Questions

Questions concerning this Invitation for Bid must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Friday, January 3, 2014 by 11:00 a.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Name of Bidder: _____

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Prevailing Wage Rates

Attention is called to the fact that no less than the Prevailing Wage Rates as set forth in the schedule contained in the specifications must be paid for work performed under this contract.

Performance Measurements

Contractors are required to maintain a high level of performance throughout the entire contract period. Performance will be monitored by the City of Cambridge, Department of Public Works, Sewer Division to ensure that the City is satisfied with the services provided by the Contractor. The Contractor's performance will be evaluated in the following areas:

- Supply of waste containers provided with hand roll off covers and cleanness.
- Adherence to twenty-four hour response time for pickup and delivery of waste containers
- Accuracy and completeness of Waste Manifests
- Adherence to work hours specified
- Professionalism of all Contractor personnel providing services under this contract

Contractor's Insurance Obligations

Contractor must provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the City as an Additional Named Insured in order to protect the interest of the City from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Mass. Ave., Cambridge, MA 02139. Carriers must have an A.M. Best rating of A X or better.

- | | |
|---|-------------|
| A. Owner's Protective Liability: | |
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |
| B. Commercial Liability: | |
| General Aggregate | \$2,000,000 |
| Products Completed Operations Aggregate | \$1,000,000 |
| Personal Injury and Advertising Limit | \$1,000,000 |

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Each Occurrence	\$1,000,000
C. Automotive-For all owned, non-owned, hired and leased vehicles:	
Each Occurrence Combined Single Limit of	\$1,000,000
Bodily injury - each person	\$1,000,000
- each accident	\$1,000,000
Property damage-each occurrence	\$1,000,000
D. Umbrella:	
Combined single limit	\$2,000,000
General aggregate	\$2,000,000
E. WORKER'S COMPENSATION	
Coverage A STATUTORY	
Coverage B Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE. THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

Specifications for Supply of Waste Container and Disposal of Solid Waste Services

The following specification describes Waste Container Rental and Disposal of Solid Waste Services to be provided to the City of Cambridge, Department of Public Works, Sewer Division.

The solid waste to be disposed of under this contract will be primarily generated by the Sewer Division during catch basin cleaning operations.

ITEM No 1 — Initial Supply of Waste Containers with Hand Roll off Covers Each

The contractor must provide containers that are appropriate for the waste to be disposed of by the City of Cambridge, Department of Public Works, Street and Sewer Division.

The contractor must provide a sufficient number of containers as determined by the City of Cambridge, Department of Public Works, Street and Sewer Division. All containers must be marked with the contractor's name, dispatch phone number and container identification number.

All containers provided must have a capacity of 20 cubic yards.

All containers provided must be leak proof, fire retardant, and in good condition.

The bid price for delivering initial three containers should include all transportation service cost and rental charges. All containers should be equipped with hand roll off container covers.

ITEM No 2 — Transport of Empty and Loaded Waste Containers Per Trip

The staging location for the containers provided will be determined solely by the City of Cambridge, Department of Public Works, Street and Sewer Division and may be changed by the City at any time to another location within the limits of the City of Cambridge. The contractor will be provided with one key to access the staging area. A map of the current staging location is included as part of this specification.

The contractor must report to the City of Cambridge Department of Public Works, 147 Hampshire Street to obtain signatures on all waste manifests and other forms that require endorsement by the City for each and every pick up of full waste containers.

Pick up of full waste containers must be made **within twenty-four hours** of notification by the City of Cambridge, Department of Public Works, Sewer Division.

An empty waste container as specified must be delivered at the same time a full waste container is picked up for disposal. All empty containers delivered must be clean, completely empty of all materials including material frozen to the container and should have hand roll off covers.

Pickup or delivery of waste containers is limited to the hours of Monday – Friday from 7:00 am to 3:00 pm unless an alternate time is authorized in writing by the City of Cambridge.

Pickup or delivery of waste containers is prohibited on all City holidays unless authorized in writing by the City of Cambridge.

Any waste spilled or scattered by the contractor during collection must be recovered and removed by the Contractor.

Loaded containers leaving the City's staging area must be covered at all times while being transported to the disposal facility.

Washing of containers at the City of Cambridge staging location is strictly prohibited.

Payment shall be for Transport of Empty and Loaded Waste Containers and shall include all costs associated with removing and transporting full waste containers to the final disposal facility and delivery of an empty waste container to the City of Cambridge staging location including any rental charges.

ITEM No 3 — Disposal of Solid Waste to Un lined Land Fill Ton

Any transfer station or disposal facility used by the Contractor must be fully licensed by all appropriate local, state and federal regulatory agencies.

The Contractor must provide a Waste Manifest for each and every waste container removed for disposal. The Waste Manifest must include Generator information, description of waste, transporter information and destination information. The Waste Manifest must provide all data required by Local, State and Federal regulations and the requirements of the City of Cambridge.

Payment for Disposal of Solid Waste to land fill shall include all costs for transport and the disposal of solid waste at a fully licensed disposal facility.

ITEM No 4 — Disposal of Solid Waste to Lined Land Fill Ton

Under the listed unit price, the Contractor shall provide all necessary equipment, labor, and materials to load, transport, and dispose at an approved RCRA-permitted facility, all soil and fill material defined as a hazardous waste or contaminated solid waste (40 CFR 261 and 310 CMR 40.0006). The listed unit price shall constitute full payment for the work described and additional costs will be borne by the Contractor. The unit price also includes placing, grading and compacting the material as specified and shall include all fees, permits, and taxes.

Payment shall be on the basis of tons of hazardous waste actually disposed, as measured at the disposal facility by certified scale, and documented on the return manifest. The Owner, and/or their representative, shall have the right to perform independent weighing of trucks. No payments will be made for incomplete documentation of disposal.

ITEM No 5 — Testing and Review of Disposable Material Each

The Contractor shall conduct material testing for every 500 cubic yard of disposable material collected or as need. The Contractor shall inform the Owner when collecting samples and submit the results of the testing to the Owner. Absolutely no vehicles may be parked and no equipment stored at the storage location at any time.

Payment shall be made for each test conducted by the Contractor and should include collecting samples, testing, data review and all incidentals necessary to prosecute the work.

ITEM No 6 – Final Transport of Loaded Waste Containers Each

The Contractor shall haul the debris and containers to a disposal site.

Payment for work under this item shall be for the final transportation of loaded waste containers to a disposal site. Testing and disposal of material will be paid under the relevant pay items.

ITEM No 7 – Staging Area Cleanup

Days

The Contractor shall provide 2 laborers, one loader with operator, and equipment necessary to clean and re-grade the staging area.

The work shall consist of

1. Temporarily relocating all containers within the site before cleaning/re-grading and returning to original location after cleaning/re-grading.
2. 2 laborers and loader with operator to clean the staging area and re-grade the staging area with gravel base. The City will provide stone to re-grade.

Payment shall be made for the lump sum price per 8 hour workday for laborers, operator, loader, and any incidentals necessary for the satisfactory completion of this work.

QUALITY REQUIREMENTS

A “No” response or a failure to respond or a failure to answer any of the following Quality Requirements will result in rejection of your bid.

Circle Yes or No for each of the following Quality Requirements.

1. Bidder has been in the business of Supply of Waste Container and Disposal of Solid Waste Services for at least three years.

YES NO

2. Bidder has waste containers with suitable tight fitting covers as specified

YES NO

3. Bidder is capable of furnishing the services described in the specifications immediately upon execution of the contract.

YES NO

BID SUBMISSION REQUIREMENTS:

1. Bidder shall provide the names, addresses and telephone numbers of at least three references for which the vendor has provided similar services to those specified in this Invitation for Bid. In addition, the City reserves the right to use itself as a reference. . A bid maybe rejected on the basis of one or more references reporting less than excellent past performance by the contractor and/or that experience does not meet the Quality Requirements.
2. Bidder shall provide the location and a copy of the operating permit for the disposal site(s) or landfill(s) to be used under this contract.
3. Bidder should provide certificate of insurance naming City of Cambridge as additionally insured for auto, general liability, worker's compensation and environmental impact insurance.

YEAR ONE COST PROPOSAL SHEET

ITEM No	Description	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Initial supply of Waste Containers with Hand Roll off Cover AT _____ Each	3		
2	Transport of Empty and Loaded Waste Containers AT _____ Per Trip	30		
3	Disposal of Solid Waste To Unlined Land Fill AT _____ Per Ton	100		
4	Disposal Of Solid Waste to Lined Land Fill AT _____ Per Ton	600		
5	Testing and Analysis of Material AT _____ Each	30		
6	Final Transport of Loaded Waste Containers AT _____ Each	3		
7	Staging Area Cleanup AT _____ Days	5		
			TOTAL	
<p>Total In Words , Year One _____</p>				

YEAR TWO COST PROPOSAL SHEET

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Initial supply of Waste Containers with Hand Roll off Cover AT _____ Each	3		
2	Transport of Empty and Loaded Waste Containers AT _____ Per Trip	30		
3	Disposal of Solid Waste To Unlined Land Fill AT _____ Per Ton	100		
4	Disposal Of Solid Waste to Lined Land Fill AT _____ Per Ton	600		
5	Testing and Analysis of Material AT _____ Each	30		
6	Final Transport of Loaded Waste Containers AT _____ Each	3		
7	Staging Area Cleanup AT _____ Days	5		
			TOTAL	
Total In Words, Year Two : _____				

YEAR THREE COST PROPOSAL SHEET

ITEM No	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Initial supply of Waste Containers with Hand Roll off Cover AT Each	3		
2	Transport of Empty and Loaded Waste Containers AT Per Trip	30		
3	Disposal of Solid Waste To Unlined Land Fill AT Per Ton	100		
4	Disposal Of Solid Waste to Lined Land Fill AT Per Ton	600		
5	Testing and Analysis of Material AT Each	30		
6	Final Transport of Loaded Waste Containers AT Each	3		
7	Staging Area Cleanup AT Days	5		
			TOTAL	

Total In Words, Year Three : _____

Price Proposal Summary

Year One: \$ _____

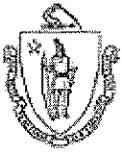
Year Two: \$ _____

Year Three: \$ _____

Signature of Bidder: _____

Company name: _____

Email address: _____



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Cambridge
Contract Number: 6273 **City/Town:** CAMBRIDGE
Description of Work: Supply of waste containers, transport of empty & loaded containers, disposal of solid waste to unlined landfill and disposal of solid waste to lined landfill, testing & review of material
Job Location: 147 Hampshire Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Laborer / Driver <i>{Teamsters 25}</i>	07/01/2013	\$25.31	\$7.05	\$0.00	\$0.00	\$32.36
	01/01/2014	\$25.38	\$7.22	\$0.00	\$0.00	\$32.60
	07/01/2014	\$26.06	\$8.09	\$0.00	\$0.00	\$34.15
	01/01/2015	\$26.13	\$8.09	\$0.00	\$0.00	\$34.22
	07/01/2015	\$26.35	\$8.24	\$0.00	\$0.00	\$34.59
	01/01/2016	\$26.41	\$8.24	\$0.00	\$0.00	\$34.65
	07/01/2016	\$26.60	\$8.39	\$0.00	\$0.00	\$34.99
	01/01/2017	\$26.66	\$8.39	\$0.00	\$0.00	\$35.05

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company Name		Address		Phone No.		Payroll No.															
Employer's Signature		Title		Contracting No.		Work Week Ending															
Awarding Authority's Name		Public Works Project Name		Public Works Project Location		Min. Wage Rate Sheet No.															
General/Prime Contractor's Name		Subcontractor's Name		Employer's Party must begin with "C" or "S"																	
Employee Name & Complete Address	Employee Is OSHA 10 Certified (?)	Work Classification	Appr. Rate (%)	Hours							Project Hours (A)	Hourly Base Wage (B)	Health & Welfare (C)	FICA (D)	Subcontractor's Contribution (E)	Total Hourly Prev. Wage (F)	Project Gross Wages (G)	Total Gross Wages (H)	Check No. (I)		
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.										Su.	
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NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

The Official Website of the Executive Office of Labor and Workforce Development (EOLWD)

Labor and Workforce Development



Home Labor Standards Prevailing Wage Program

Notice to Awarding Authorities

The Massachusetts Prevailing Wage Law

M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project, except in the case of multi-year projects. For projects lasting longer than one year, awarding authorities must request updated rates.
- You should request an updated wage schedule from the Department of Labor Standards if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to:

DAT, 19 Staniford Street, 1st Floor, P.O. Box 146759, Boston, MA 02114.

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____
Title _____

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person
signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but

not be limited to the following:

- (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

**Final Publication Number 3155. First Publication in the Chronicle on December
13, 2007.**

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

**Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding
a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as
follows:**

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices

and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

City of Cambridge
Articles of Agreement

Commodity:

File Number:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").

Address:

Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice department to which it provided the service, not the Purchasing Department.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Name of Bidder: _____

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

Nancy E. Glowa
City Solicitor

Signature And Title

Richard C. Rossi
City Manager

Cynthia H. Griffin
Purchasing Agent