

INVITATION FOR BID	*There will be a Mandatory Pre-bid Conference on Thursday, August 21, 2014 @ 1:00 PM *All bids must be submitted with a commitment letter by a surety securing a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts. *The successful bidder will be required to submit a 50% performance bond.
FILE NO: 6539	
COMMODITY: Janitorial Services for the Water Department	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, 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, August 14, 2014 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, August 28, 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, Purchasing Bid List, Invitation for Bid, File No. 6539.**

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 Invitation for 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 Janitorial Services for the Water Department opened at 11:00 A.M. on Thursday, August 28, 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:** _____

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: _____

TO: Amy L. Witts, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish all equipment, labor and materials required for **Janitorial Services at the Cambridge Water Department** facilities located in Cambridge and Belmont, all in accordance with the attached specifications.

The contract period shall be in effect for one year with two one year options to renew at the sole discretion of the awarding authority. **A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years.** Prices must remain FIRM during the entire contract period. The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and other available funds.

The contractor must be able to begin work on October 24, 2014 or soon thereafter as determined by the City.

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.

Please submit your bid in duplicate (One original and one copy). Do not submit bids in hard binders.

Mandatory -Pre-bid Conference Meeting

There will be a Mandatory Pre-bid Conference on Thursday, August 21, 2014 @ 1:00 P.M. located at the Cambridge Water Department, 250 Fresh Pond Parkway, Cambridge, MA. All prospective bidders are required to be present at the Mandatory Pre-bid conference meeting, attendance at which will be recorded by a sign –in sheet. Only those companies recorded as attending the pre-bid conference will be eligible to bid. A tour of the building will take place following the pre-bid conference.

Performance Bond Requirement

The successful bidder shall provide the City annually with a performance bond securing its satisfactory performance in an amount equal to fifty (50) percent of the annual contract price. The performance bond shall be issued by a surety authorized to do business under the laws of the Commonwealth of Massachusetts and shall be in a form acceptable to the City.

All bids must be submitted with a commitment letter by a surety securing the 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts.

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2014 is \$14.71 per hour. The Living Wage Requirements are attached. The successful bidder must meet or exceed the Living Wage as it may change during the term or any contract period or renewal.

Questions

All Questions concerning this Invitation to Bid must be submitted in writing and Faxed to Amy L. Witts, Purchasing Agent, Fax number 617-349-4008. **All questions must be submitted no later than Thursday, August 21, 2014 by 4:00 pm. An addendum will be posted to the website to notify all bidders of the questions and answers. Bidders will not be notified individually of Addendums.**

Please check the Purchasing website for Addendums before submitting your bid to the City.

Name of Bidder: _____

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.

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.

Insurance Requirements

Worker's Compensation.

*Before commencing performance of the Contract, the **Contractor** shall provide insurance for the payment of compensation and the furnishing of other benefits to all persons to be employed under the Contract, and the **Contractor** shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract.*

Additional Insured. *Each policy must list the City of Cambridge as an additional named insured.*

Insurance Rating. *Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.*

Premiums. *The **Contractor** must provide the required insurance at its own expense.*

Notice of Occurrence. *Notice of occurrence shall be given to the **City Manager, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139** and, at the option of the **Contractor**, any other **City** official permitted by law to receive notice.*

Waiver of Subrogation. *The **Contractor** and all Subcontractors waive subrogation rights against the **City** for all losses.*

Coverage Period. *Each insurance policy must cover the entire contract period.*

Policies and Limits. *The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, 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:*

Owner's Protective Liability	
Each Occurrence	\$500,000
Aggregate	\$1 Million
Commercial Liability	
General Aggregate	\$1 Million
Products Completed Operations	
Aggregate	\$500,000
Personal Injury and Advertising Limit	\$500,000
Each Occurrence	\$500,000
Automotive-for all owned, non-owned, hired and leased vehicles	
Combined single limit	\$500,000
or	

Name of Bidder: _____

Bodily injury- each person	\$100,000
each accident	\$500,000
Property damage-each occurrence	\$500,000
Umbrella	
Combined single limit	\$500,000
General aggregate	\$500,000
Worker's Compensation	
Coverage A	Statutory
Coverage B	Each Accident \$100,000
	Disease-Policy limit \$500,000
	Disease-Each Employee \$100,000

Excess Liability Insurance.

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. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the **City** as a named insured. Evidence of such excess liability shall be delivered to the **City** in the same form and manner as the required insurance policies.

Amendment of Insurance Requirements.

The City reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

Occurrence Basis

All insurance shall be written on an occurrence basis, unless the **City** approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of Insurance.

Certificates of Insurance acceptable to the **City** and confirming the insurance coverage required herein are attached to the Contract. The City shall have no obligation to execute the Contract and may award the Contract to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the City within five (5) business days after presentation of the Contract to the Contractor for execution.

Endorsements

The **Contractor** shall furnish to the **City** copies of any endorsements that are subsequently issued amending limits of coverage.

Property Insurance

The City does not intend to purchase property insurance covering the Project or the Work. The Contractor shall not be required to provide such insurance, but the Contractor may, if it so desires, procure property insurance which will protect the interests of the Contractor, Subcontractor and Sub-subcontractors in the Work. The Contractor understands that such property insurance is solely the Contractor's responsibility, and the Contractor, its Subcontractors and Sub-subcontractors shall have no claim against the City on account of the City's failure to provide such property insurance. The Contractor shall promptly replace all damaged Work in which it or its Subcontractors and Sub-subcontractors have an insurable interest, and all Work which is stolen, vandalized, or damaged due to the Contractor's failure to protect the site as required by Article 5, at no additional cost to the City, whether or not the Contractor procures property insurance with respect to such Work as hereinabove provided.

General Conditions, Cleaning Standards and schedule of Cleaning

An estimated 95,000 sq ft. of cleanable floor space and vertical/horizontal surface areas must be maintained in first-class condition. The Water Treatment Facility is divided into several different functional areas: including, process areas (60,000 sq ft), general office space, laboratories, restrooms, public areas, lunchroom, exercise room, mechanic shop and vehicle storage building (35,000 sq ft). There are several different flooring finishes, including terrazzo, resilient sheet flooring, carpeting and seamless flooring systems. The facility is designed with tall, arched windows and has corridors lined with viewing windows. Vertical wall finishes include tile, stainless steel, natural wood and painted surfaces. Within the plant, the process area contains pumps, motors, electrical controls, chemical tanks and piping.

The estimated sq. footage of VCT, Terrazzo, seamless floor which would require stripping, finishing and burnishing is:

Estimated Square Footage + -Carpet Area 6,620 sq', Vinyl Tile and Strip Flooring 10,366 sq', Terrazzo 5,109 sq', Ceramic Tile 2,584 sq', Seamless Epoxy 11,400 sq', Rubber Flooring Stair Cover Non Skid 2,548 sq', Resilient Sheet Flooring 3,488 sq',

A copy of floor plans will be made available to the successful bidder.

At Payson Park in Belmont (3,600sq ft), the gatehouses are constructed of brick and concrete with concrete and wood floors and stairways. Located within each gatehouse are pumps, motors and piping.

General Conditions

It is the intent of these specifications to document all services, supplies and equipment required to clean and keep clean all areas not specifically excluded. It is not represented that the following is a complete list of operations to be performed, but it is understood that all items not listed, but required to properly clean and maintain the facilities at a "High Standard of Cleanliness", shall be included as well as those enumerated in detail.

Contractor's employees shall report daily, through their supervisor, all conditions not included in the contract, requiring attention of the owner such as broken fixtures, leaking pipes, defective electrical equipment, etc. Unusual conditions shall also be reported, such as unlocked doors, non-routine occupancy, etc.

Equipment and materials are to be supplied by the Contractor, except as noted herein.

Payment of State, Federal and FICA taxes are the responsibility of the Contractor.

Detailed Billing/ Invoice(s) Contractor shall invoice CWD monthly for services rendered under the provisions of this contract. Invoicing after each month's service shall be no later than the 10th of the month following the work period. All invoices shall be sent to the Cambridge Water Department, 250 Fresh Pond Parkway, Cambridge, MA 02138, attention Stephen S. Corda.

Extra work, supplies and/or project cleaning shall be invoiced separately, with time sheets. The monthly invoice shall be 1/12 the total annual bid price, with time sheets. The invoice shall reference the Water Department purchase order number and department name.

Performance Contractors are expected to maintain an overall cleaning performance level at or above the standards listed. The cleaning standards outlined in this IFB are the minimum acceptable level of performance. Water Department staff inspections will be based on the standards listed. Failure of the contractor to meet an acceptable performance level at any time during the contract period may result in the contractor being placed on probation or contract cancellation.

Name of Bidder: _____

Labor/Personnel Contractor shall provide an adequate number of competent properly trained personnel with qualified supervision to provide the services required at all times. Contractor shall provide all personnel with a complete set of specifications and cleaning schedules to ensure all required services are completed. Any Contractor's employee whose employment or performance is objectionable to the City shall be immediately removed from this Contract.

Contractor shall insure satisfactory security clearance for all employees who will perform work on the premises.

All Contractor employees shall be required to comply with the work rules established for the facilities to be cleaned; by shirt, blouse or smock indicating the company name or logo in print large enough to be easily read, and safety shoes and other appropriate gear.

Equipment All tools or equipment required to carry out the operations within the scope of this contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and Commonwealth of Massachusetts Safety Codes.

Security The Contractor must be in compliance with the City of Cambridge Cori Policy. The City of Cambridge Cori Policy is attached.

All Contractor employees, prior to starting work, shall be required to obtain a Cambridge Water Department picture identification card and a Company ID which must be visibly worn at all times while on the premises. **They shall swipe their card at the beginning of the shift and again when they leave.**

The Contractor shall be responsible for use of all access cards and/or keys issued. Under no circumstances shall Contractor's employees admit anyone to areas controlled by an access card or key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations. All areas shall be double-checked at end of shift to verify the areas are secured. The Contractor shall not duplicate any keys under any circumstances. Any lost access cards or keys, or need for additional access cards or keys, shall be promptly reported to the Water Department Facility Manager.

To avoid the possibility of tracing lost keys to the premises, the Contractor shall not put identification on any keys.

Contractor employees shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, computer equipment, radio or television sets, or tamper with other personal or City property.

Energy Conservation Contractor shall use energy conservation measures for lighting. Only those lights necessary for cleaning in the areas where Contractor's employees are working shall be illuminated. All lights should be turned off upon completion of cleaning operations in the area.

Inspection The Water Department Facility Manager will conduct periodic inspections of the work. Inspections can occur weekly or on a daily basis depending on any issues that arise with the quality of the work. Contractor's supervisor shall be available upon request, for joint inspections with the Facility Manager.

Extra Work Or Project Cleaning Work not considered to be routine, not done on a regular schedule, and not considered under the Special Cleaning section of this contract shall be considered extra work. Extra work shall be performed by the Contractor only at the request of the Facility Manager. Extra work and project cleaning shall be at the average hourly rate, which includes overhead, equipment and supplies.

Special Cleaning Floors in heavy traffic areas such as vestibules, lobby, reception areas, waiting areas, self-service areas, aisles, etc., may require daily vacuuming, wet mopping, spot cleaning and/or refinishing. Spot clean glass, inspect, monitor and restock all supplies within restrooms. This shall be done to maintain the building at a high standard of cleanliness.

Materials And Supplies The City shall provide paper products, hand soaps, plastic trash can liners, feminine products and dispensers for those products. All other materials and supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor, and shall be Environmentally Preferable. Environmentally Preferable cleaning product lines must meet the following criteria: the chemicals contain no carcinogens, ozone-depleting substances, formulations with excess phosphate concentrations and volatile organic compounds. For more information regarding Environmentally Preferable products contact: www.state.ma.us/osd/enviro/products/cleaning.htm.

Trash Removal Trash removal shall be to a disposal site designated by the Facility Manager. Water Department staff will deposit paper and all other recyclable materials in designated office recycle containers. The Contractor shall dispose of office paper, recyclable materials, and all other waste materials on a daily basis, to appropriate locations, and pack it in such a manner that trash will not fly around causing a mess or nuisance.

Work Schedules Work schedules will be established to meet the daily demands based on the work schedule of the building occupants. Contractor will be given a one-week notice of changes in hours, which might necessitate changes in daily demand. Work to be performed:

1. Daily Business Days (Mon. through Fri.) between 3:45 pm and 11pm. The Site Supervisor shall start at 3:45 pm and all other staff to start at 5:00 pm.
2. Weekend (Saturday and Sunday) between 6:00 a.m. and 11:00 p.m.
3. Weekend Public Restrooms to be cleaned 365 days a year (after 5pm during winter months-after 7pm during spring- fall months)

Note: weekend work is only to be utilized to clean areas that during the workweek would have a negative impact on Water Department business or employees, i.e.; when restorative maintenance is performed on the cafeteria flooring, carpet areas or when floors are stripped and waxed in high traffic areas.

During the City's 12 1/2 days that are observed holidays, coverage is needed for the public restrooms only.

Scope of Work Exclusions Plumbing, heating, electrical, and construction work is excluded from this contract.

Organizational Experience Proposers must provide a narrative of training provided to personnel, experience of the work force, organization/supervision and hourly wage breakout to demonstrate that they possess or have access to the capabilities/specialties requested in this Invitation for Bid. Certificates of training completion may be required of the Contractor.

Cleaning Standards

The contractor shall agree to meet the following cleaning standards when performing the cleaning schedule outlined in this IFB. These cleaning standards shall be used to assess the quality of cleaning performance of the contractor during inspection(s).

Shop Areas/Vehicle Maintenance Area

The trash that is removed must be separated (e.g. cardboard and waste). All cardboard containers must be broken down and all materials removed from the box and disposed of separately. Note: Any manufacturing materials found in the trash are to be immediately brought to the attention of the Water Department Facility Manager. (All cardboard must be placed in green recycle bin)

Entrances

Ashtrays - Shall be free of debris. They shall appear uniformly clean. Surrounding area shall be swept and clear of debris.

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills, ledges and heat register.

Corners/Thresholds - Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks or cleaner residue.

Restrooms

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection, is considered of the highest priority! Sanitation levels shall be closely monitored by inspection.

Dispensers - Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Soap should run freely and dispensers should be cleaned of hardened or clogged soap. Dispensers shall be refilled when required with proper expendable supply item.

Hardware - Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Partitions - Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Walls, Doors and Cabinetry - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots metal kick plates, handles and push plates on doors shall also be polished-dry. Ceramic tile grout shall be kept clean and white.

Floor and Baseboards – Same as Floors above. In addition, floors and cove bases shall appear visibly and uniformly clean and disinfected.

Air Vents - Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Offices/Conference Rooms/ Dispensaries/ Cafateria & Snack Areas

Recycling Bins and Paper Shredders - These trash bins and shredders are to be checked daily and replaced when full with empty ones. Note: Not all recycle bins and shredders are located in offices.

Furniture and Equipment - Shall be free of dust, dried-soil and soil without causing damage.

They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film. Wooden furniture and accessories are to be waxed and polished to a high sheen without leaving an undue residue.

Walls and Doors - Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

Windows Sills and Other Glass Surfaces

Window sills, blinds and framework shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. All glass entry doors, both exterior and interior and mirrors in rest rooms shall be cleaned including the elimination of streaks, film and cleaner residue.

Miscellaneous Locations

Air Vents - Shall be free of dust and soil. This also applies to air distribution units and exhaust vents, and they shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Janitor Closet And Storeroom

Shelves - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized, neatly on shelves.

Janitor Carts - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized neatly.

Walls – Same as Walls and Doors above, except that cleaning doors is not necessary.

Utility Sinks - Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Bright work shall be cleaned, de-scaled and polished.

Floors – Same as Floors above.

Schedule of Cleaning

In order to ensure a high standard of cleanliness the following requirements are mandatory specifications, representing the basic frequency of cleaning required. It is intended that the Water Department Facility will be clean and presentable seven (7) days a week.

The City has specified the Janitorial Services that will be required and the number of times that these services must be preformed.

1. Mandatory Five Days a week cleaning requirements
2. Mandatory Once a week cleaning requirements
3. Mandatory Once a month cleaning requirements
4. Mandatory Quarterly cleaning requirements
5. Mandatory Semi-Annually cleaning requirements
6. Blow down requirements

Also included in this schedule is the semi-annual requirement for cleaning the three gatehouses at the Payson Park Reservoir in Belmont.

1. Five days a week mandatory cleaning requirements (Monday through Friday)

Entry Ways/Interior

Clean glass doors and all glass surface to 8' height
Damp wipe metal surfaces
Empty and damp wipe waste containers

Remove stains on carpet as they occur
Remove all trash to appropriate containers
Vacuum carpet
Mop vinyl tile or concrete surfaces
Walk-off mats - clean floor beneath, vacuum mats
Spot clean walls and glass

Restrooms/Lockers

Empty waste containers
Empty sanitary containers
Damp wipe/disinfect waste containers
Replace can liners
Refill soap and paper towel dispensers

Refill sanitary dispensers
Damp wipe/disinfect dispensers
Unclog soap dispensers
Clean/disinfect sinks
Clean/disinfect urinals
Clean/disinfect toilets and seats
Spot clean metal composite partitions

Entry Ways/Exterior (3 entrances)

Empty and clean all ashtrays
Sweep concrete and asphalt surfaces
Sweep and pick up all debris on sidewalks

Remove all trash to appropriate containers
Remove all accumulated debris

Restrooms/Lockers, continued

Damp clean mirrors, fixtures and furniture
Spot clean walls
Spot clean entry/exit doors
Spot clean push and kick plates, polish dry
Dust mop floors

Wet mop/disinfect floor
Damp wipe/disinfect bright work, polish dry

Office/Conference Rooms

Empty waste containers
Replace can liners as needed
Dust all furniture

Dust equipment (Excluding computers)

Dust accessible window ledges
Dust desk horizontal surfaces
Dust and/or damp wipe vacant desks/tables

Spot clean interior doors
Spot clean interior partitions
Damp wipe drinking fountains
Remove stains from carpet as they occur
Vacuum carpet
Spot clean walls

Cafeteria/Snack Areas

Empty waste containers (once per shift, more often if needed)
Damp wipe waste containers
Wash waste containers as needed
Replace can liners
Clean disinfect tables
Spot clean chairs as needed
Damp wipe equipment/furniture
Dust mop floor
Damp mop floors
Damp wipe ledges
Burnishing of entry ways, hallways (Burnishing is defined as spray buffing the floors)

Janitorial Service Room

Sweep all floors
Remove all trash and debris
Mop all floors
Stock and organize supplies on shelves
Clean equipment after use
Remove food and open beverage containers nightly

Recycling Bins And Paper Shredders

Check and replace as necessary recycling bins located through out the facility.
Empty shredder machines into recycling bins and replace with a new liner.
Move recycling containers to pickup point per weekly schedule, return to designated storage area after pickup.

Laboratory

Empty waste containers
Damp wipe waste containers
Replace waste container liners

Damp mop all floors

Damp wipe ledges
Spot clean all doors
Spot clean all interior glass under 8 feet

Spot clean ceramic tile walls
Clean and disinfect sinks
Re-fill soap and towel dispensers

2. Once a week mandatory cleaning requirements

Entry Ways/Interior/Lobby

Remove cobwebs
Dust baseboards and flat surfaces
Dust all wall fixtures and furniture
Wash stainless, aluminum surfaces
Clean Art Work (Water Fall in main lobby)

Restrooms/Shower Stalls/Locker Rooms

Acid clean and de-scale urinals
Acid clean and de-scale toilet bowls
Damp wipe metal partitions
Clean/Wash shower stalls
Damp wipe and polish ceramic tile walls
Damp wipe entry/exit doors
Damp wipe handles, push & kick plates
Polish dry, damp wipe return air grills and door grills

Offices

Edge –vacuum carpet
Dust/vacuum chairs
Damp wipe waste containers
Dust and Damp wipe and polish furniture
Dust return air grills and door grills
Dust/damp wipe hat and coat racks
Damp wipe metal, vinyl surfaces on partitions
Clean and polish drinking fountains
Damp wipe interior doors and door knobs
Damp wipe shelves and top of workstation shelves

Laboratory

Damp wipe and polish ceramic tile walls
Damp wipe return air grills
Dust/vacuum chairs
Damp wipe waste containers
Dust and Damp wipe and polish furniture
Clean and polish faucets
Damp wipe telephones
Clean all glass (in and out)

Cafeteria/Snack Area

Wash completely all tables and chairs
Wash and wipe clean, including the tops, all vending equipment
Buff vinyl floors
Clean glass

Custodial/Service Room

Restock all paper supplies as required to meet minimum on hand supply

3. Once a month mandatory cleaning requirements

Maintenance Garage And Shop Area

Dust all horizontal surfaces
Dust all window frames
Sweep/Dry mop all floors with chemically treated dry mop
Wet Clean Floors – as required. Wet clean hard floors with a neutral floor cleaner

Main Process Area And Pipe/Equipment Galleries

Dust all horizontal surfaces
Dust all window frames
Sweep/Dry mop all floors with chemically treated dry mop
Wet Clean Floors – as required. Wet clean hard floors with a neutral floor cleaner
Spot clean all glass to 8 feet

Residuals Facility

Dust all horizontal surfaces
Sweep/Dry mop all floors with chemically treated dry mop
Wet Clean Floors – as required. Wet clean hard floors with a neutral floor cleaner

Name of Bidder: _____

Offices/Conference Rooms/Library

Polish all wooden furniture
Vacuum all partitions
Damp wipe all partition tops
Vacuum behind PC monitors on desks
De-lime water fountains and clean outside of fountain cabinet
Remove ceiling cobwebs
Vacuum and wash lighting grills

4. Quarterly (Once Every Three Months) mandatory cleaning requirements

Cafeteria/Snack Area

Strip and wax vinyl floor, weekend work

Restrooms

Strip and seal ceramic tile floors and cove base during the months of February, May, August and November

Office/Conference Rooms/ Hallways

Vacuum and dust all blinds
Dust all up lighting fixtures
Strip, seal and wax tile floors and cove base during the months of February, May, August and November, weekend work

Off-Site Gatehouses Payson Park

Sweep/dry mop all floors and stairways with chemically treated dry mop
Dust all horizontal surfaces, window frames and motor housings
Wet-clean floors as required
Wash all windows (interior and exterior)

5. Semi Annually Mandatory Cleaning Requirements (Once Every Six Months)

Entry Ways/Cafeteria/Snack Areas

Strip and seal hard floor surfaces May and November, weekend work

Offices/Conference Rooms

Vacuum ceiling vents using the wet extraction method (extractor with power head) clean all carpet during the months of April/May and October/November. This procedure is to include the application of 3M Carpet Protector. This is weekend work.

6. Blow Down Cleaning Requirements (alternate on price proposal)

The contractor shall provide Blow down cleaning requirements as directed by the Water Department. The Water Department anticipates that these services may be needed once a year but does not guarantee the service will be used.

Blow Down Vacuum/Wipe down – Blow-down all overhead pipes, tank tops, rafters, ledges, and sills throughout the facility *including the ceiling located in the Water Department Lobby.* (e.g. treatment area, pipe galleries, chemical storage area, residuals facility, maintenance garage, and vehicle storage area). The Contractor will provide all the equipment, personnel and safety gear to perform this task. The equipment shall *be capable of reaching heights ranging from ten feet to thirty-five feet. Tarps must be provided to cover Filter Bed that measure 17'x 45'*

Name of Bidder: _____

Problems That Must Be Brought To The Cwd Facility Manager Or Designee's Attention:

Safety hazards	Chemical spills
Light fixtures lenses broken, yellowing	Process piping leaks
Ceiling tiles--broken, stained, dirty	Faulty electrical wires, outlets, etc.
Plumbing leaks	Loose carpet
Areas needing paint	
Storage problems	

Quality Requirements

A no response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle yes or no for each of the following Quality Requirements (1-5)

1. Bidder has been in business providing Janitorial Services in Massachusetts under present business name for a minimum of five years.

Yes No
2. Bidder has provided janitorial services for a period of three years or more to three secure Municipal, State or Federal buildings of similar size as the Cambridge Water Department.

Yes No
3. Bidder's employees who will be working at the Water Treatment Plant have worked at Bidder's company for a minimum of two (2) years.

Yes No
4. The bidder has submitted with their bid a commitment letter securing a 50 % Performance Bond from a Surety authorized to do business under the Common Wealth of Massachusetts.

Yes No
5. The Bidder's Local Main Office must be located within a thirty five mile radius of the Cambridge Water Department 250 Fresh Pond Parkway Cambridge, Ma 02138.

Yes No

This form must be submitted with your bid

Name of Bidder: _____

Bid Submission Requirements

Failure to submit documents may result in the determination that your bid is non-responsive unless the City deems such failure to be a minor informality.

1. Bidders must provide references, including telephone numbers and contact names from at least **three secure Municipal, State or Federal facilities**. Each reference must be a secure Municipal, State or Federal facility similar in size of the Cambridge Water Department. The bidder has been providing Janitorial Services to each reference for a minimum of three years or more. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting less than excellent past performance by the contractor and/or that the experience does not meet the Quality Requirements.

Municipal State or Federal Name	Contact Name	Phone	email
---------------------------------	--------------	-------	-------

Municipal State or Federal Name	Contact Name	Phone	email
---------------------------------	--------------	-------	-------

Municipal State or Federal Name	Contact Name	Phone	email
---------------------------------	--------------	-------	-------

2. Bidder has submitted a **completed** statement of bidder's qualification. *All questions 1- 10 on the bidders qualification form must be answered.*

Statement of Bidder Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets

The names and addresses of all persons and parties interested in this Bid as principals as follows:

Note: Give the first and last names in full. In the case of corporation, give names of officers and directors; in the case of partnership, give names of all partners.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

1. When organized.

This form must be submitted with your bid

Name of Bidder: _____

2. If a corporation, where incorporated.

3. How many years have you been engaged in the Janitorial Services business in your present firm or trade name?

5. For what facilities similar to this one is your organization currently providing Janitorial Services?

Name and Whether Address of Owner for Whom Work Is Being Done	Work being Done as Contractor of Sub-Contractor	Description of Work	Approximate Amount of Contract	Length of Contract
---	---	---------------------	--------------------------------	--------------------

6. Has your present organization ever defaulted on a contract? If so, state where, when, and why.

7. Provide names of Environmentally Preferable cleaning products you will supply and use in cleaning the Water Department Facilities.

8. Who will be the Bidder's area manager? State such person's qualifications. Also list names of key employees participating in this contract and their qualifications (years of experience, etc).

9. Provide Staffing Plan for Janitorial Services at the Water Treatment Facility, the Payson Park Gate Houses.

10. Name, Signature, and Title of Officer preparing this Bid.

Name_____

Signature_____

Title_____

This form must be submitted with your bid

Price Proposal

A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one not including the alternate items. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years.

The submitted bid must be without conditions, exceptions or modifications to the bid document.

All prices are to remain firm.

The proposed contract price to provide Janitorial Services for the Cambridge Water Department as per the attached specifications is as follows:

Year One

<u>Location</u>	<u>Annual Cost</u>
1) Water Treatment Facility, 250 Fresh Pond Parkway	\$ _____
2) Payson Park Gatehouses (quarterly service)	\$ _____
TOTAL PRICING ITEMS 1, 2,	\$ _____
	Year One

Total Bid in words Year One; _____

Year Two

<u>Location</u>	<u>Annual Cost</u>
1) Water Treatment Facility, 250 Fresh Pond Parkway	\$ _____
2) Payson Park Gatehouses (quarterly service)	\$ _____
TOTAL PRICING ITEMS 1, 2,	\$ _____
	Year Two

Total Bid in words Year Two; _____

Year Three

<u>Location</u>	<u>Annual Cost</u>
1) Water Treatment Facility, 250 Fresh Pond Parkway	\$ _____
2) Payson Park Gatehouses (quarterly service)	\$ _____
TOTAL PRICING ITEMS 1, 2,	\$ _____
	Year Three

Total Bid in words Year Three; _____

Price Proposal continued on next page.

This form must be submitted with your bid

Name of Bidder: _____

Alternates

The following alternates are for informational purposes and will not be used to determine the lowest bidder. The City may purchase as required. In order to be considered, bidders must submit a price for each of the items listed below. Incomplete price proposals will be rejected.

A. Cost per regular cleaning visit for special events as needed. A typical function would be an open house with food and beverage, requiring spot cleaning of floors and trash removal. Provide price in an hourly rate.

\$ _____
Hourly Rate

B. Cost per additional carpet cleaning per square foot

\$ _____
Per square foot

C. Cost per additional floor stripping and waxing per square Foot. Additional cost will apply for floor stripping and waxing needed in addition to the regular schedule of cleaning outlined in this bid document.

\$ _____
Per square foot

D. Blow Down Task Vacuum Wipe Down
(See Section 6)

\$ _____

Signature of Bidder: _____

Email Address: _____

This form must be submitted with your bid

Name of Bidder: _____

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion 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 bidder 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 bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder 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 bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal 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 bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Print Name of person signing bid)

(Signature & Title)

Name of Company

Address

City State Zip Code

This form must be submitted with your bid

Name of Bidder: _____

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

Name of Bidder: _____

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 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;

Name of Bidder: _____

- (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

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

2.121.010	Title and Purpose
2.121.020	Definitions
2.121.030	Living Wage
2.121.040	Waivers and Exceptions
2.121.050	Notification Requirements
2.121.060	Duties of covered Employers
2.121.070	Community Advisory Board
2.121.080	Enforcement
2.121.090	Severability
2.121.100	Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

Name of Bidder: _____

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

Name of Bidder: _____

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2013 the CPI-U increased by 1.37%.Therefore the new living wage, as of March 1, 2014 is \$14.71.

City of Cambridge
Articles of Agreement

Commodity:
File Number:

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

Address:
Telephone: Fax: Atten.:
Email:

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 **xx/xx/xxxx** and ending on **xx/xx/xxxx**.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **xx/xx/xxxx**.

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 the 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.

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

Name of Bidder: _____

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 **50%** 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.

The City:

The Contractor:

Richard C. Rossi
City Manager

Signature and Title

Amy L. Witts
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

Name of Bidder: _____