

INVITATION FOR BID	<p>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.</p> <p>All bids must be accompanied with a commitment letter from a surety confirming a bidder's ability to secure a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts me.</p>
FILE NO: 6725	
COMMODITY: Street Sweeping Services	
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, February 19, 2015**, 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, March 12, 2015. 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. 6538.** 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 **Street Sweeping Services opened at 11:00 A.M. on Thursday, March 12, 2015**". 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.

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, isability,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: _____

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

The undersigned hereby proposes to furnish the labor and equipment required for Street Sweeping Services for the City of Cambridge, Massachusetts, for a period of one year with two one year options to renew at the sole discretion of the City, in accordance with the following specifications and proposal schedule. The contract shall commence on or about April 1, 2015. A contract will be awarded to the responsive and responsible bidder offering the lowest price for the labor and equipment for year one, 2015. The City will renew years two and three depending on the performance of the contractor as determined solely by the City 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 availability funds.

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.

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

PLEASE SUBMIT YOUR BID IN DUPLICATE. One Original and one copy.

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.

Performance Bond Requirements

The successful bidder will be required to provide a Performance Bond by a company authorized to do business under the laws of the Commonwealth of Massachusetts and are satisfactory to the Awarding Authority, equal to one hundred (**100%**) of the contract price before signing of the contract. The premium on the bond shall be included in the base bid

All bids must be accompanied with a commitment letter from a surety confirming a bidder's ability to secure a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts.

Prevailing Wage Requirements

Attention is called to the fact that no less than the prevailing wage rates is set forth in the schedule attached hereto contained in the specifications must be paid on this project. **See Prevailing Wages Attached.**

Questions

Questions concerning this Invitation for Bid, **including any exceptions to** the specifications must be submitted in writing and faxed to the Office of the Purchasing Agent, Amy L. Witts, Fax #617-349-4008. **All questions must be submitted no later than Tuesday, March 3, 2015 by 3:00 PM.** An addendum will be posted to the website to notify 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 bidder's list of 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.

Name of Bidder: _____

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.

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 requirements (1-5)

1. Bidder has a minimum of three (3) years' experience in municipal street sweeping.

Yes No

2. Bidder owns, has a signed lease, or has a commitment letter for a minimum of three vacuum sweepers and four mechanical broom sweepers (Elgin Pelican or equal),_that meet the requirements in the section "Equipment Requirements".

Yes No

3. Bidder can provide, upon request, proof of financial solvency.

Yes No

4. Bidder has or can obtain insurance in the types and amounts indicated below.

Yes No

5. 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

Bid Submission Requirements

- (1) Bidder must submit in writing at least three (3) references evidencing the capability to provide street sweeping services in a municipality of similar or greater size than the City of Cambridge. Each reference must include contact value and description of work performed, with contact information for individual having contract management responsibility. In addition the City reserves the right to use itself as a reference.

- (2) Bidder must provide with their bid copies of insurance and registrations of each vehicle to be used before commencing work under this contract.

- (3) Bidder must submit with their bid evidence of ownership, lease or intent to lease required equipment.

Continued on next page.

Name of Bidder:_____

(4) **All bids must be accompanied with a commitment letter from a surety confirming a bidder's ability to secure a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts.**

(5) Bidder must list below all equipment for use under this contract.

YEAR	MAKE	MODEL	SERIAL #
-------------	-------------	--------------	-----------------

REGISTRATION

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

INSURANCE OBLIGATIONS

The Contractor must provide the City of Cambridge 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 Insured in order to protect the interest of the City from any liability which might be incurred against it as a 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 and 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 losses.

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

NOTICE OF OCCURANCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139.

Carriers must have and A.M. Best rating of AX or better.

Name of Bidder: _____

INSURANCE POLICY MUST COVER THE ENTIRE CONTRACT PERIOD.

A. Commercial Liability:	
General Aggregate	\$ 2,000,000
Products Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
B. Automotive-For all owned, non-owned:	
Hired and leased vehicles:	
Each Occurrence Combined Single Limit	\$ 1,000,000
Or	
Bodily injury-each person	\$ 1,000,000
-Each accident	\$ 1,000,000
Property damage-each occurrence	\$ 1,000,000
C. Umbrella:	
Combined single limit	\$ 1,000,000
General aggregate	\$ 1,000,000
D. WORKER'S COMPENSATION	
Coverage A STATUTORY	
Coverage B Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 100,000

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 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 INSURED ON ANY SUCH UMBRELLA POLICY.

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

SCOPE OF WORK

GENERAL INFORMATION

The City of Cambridge intends to contract for professional street sweeping services for a period of one (1) year beginning on or about April 1, 2015, with two one-year options to renew at the sole discretion of the City, beginning on or about April 1, 2016 and April 1, 2017 respectively.

Cambridge has approximately 125 miles of roadway totaling approximately 300 curb miles.

Name of Bidder: _____

The Contractor shall sweep all designated streets owned or maintained by the City. The Contractor shall supply all labor, fuel and equipment to sweep the entire city during each one month period, as described in the attached section map and monthly schedule and in accordance with the City's parking bans.

The City expects to operate a minimum of two mechanical sweepers for services under the contract, with the option of up to four sweepers during the spring months of March-May, and the fall months of October-December, or at other times during the contract year for sweeping assignments to make-up for cancellations due to inclement weather or other unexpected conditions.

The City expects to operate a minimum of two vacuum sweepers for services under the contract, with the option of up to three sweepers during the spring month of April, and the fall month of November, or at other times during the contract year for sweeping assignments to make-up for cancellations due to inclement weather or other unexpected conditions.

The term "debris" shall mean all materials normally picked up by a mechanical or vacuum sweeper such as sand, salt, glass, leaves, paper, cans, etc. It will not include large items that would damage the equipment such as large stones, wood, cable, etc.

The word "street" shall mean the paved area between the normal curb line of a roadway whether or not there exists an actual curb. It shall not include any ways which would cause damage to the equipment used and does not include sidewalks or areas adjacent to the roadway.

The Contractor shall clean assigned streets of all debris regardless of the number of passes required to do so.

SCHEDULE

1. Depending on weather conditions, the daily mechanical sweeping program shall be in effect for nine months from April 1 through December 30 according to a definite schedule and on an as needed basis as follows:
 - From Monday through Friday, a minimum of one mechanical sweeper shall be used between 4 a.m. and 12 noon and a minimum of one additional mechanical sweeper shall be used between 6 a.m. and 2 p.m.
 - On Saturdays, Sundays and holidays a minimum of one mechanical sweeper shall be used between 4 a.m. and 8 a.m. in the various city squares. It should be understood that sweeping in the various city squares begins at 4:00A.M.
 - Mechanical sweepers held past 12 noon or 2 p.m., respectively, Monday through Friday or past 8 a.m. Saturday, Sunday, or on a holiday shall be paid on a straight time basis.
 - During the months January 1 through March 31 mechanical sweeping shall be provided as requested by the City on an hourly basis, as needed.

Name of Bidder: _____

2. Depending on weather conditions, the daily vacuum sweeping program shall be in effect for the months of April, July, and November according to a definite schedule and on an as needed basis as follows:
 - From Monday through Friday, a minimum of one vacuum sweeper shall be used between 4 a.m. and 12 noon and a minimum of one additional vacuum sweeper shall be used between 6 a.m. and 2 p.m.
 - Vacuum sweepers held past 12 noon or 2 p.m., respectively, Monday through Friday shall be paid on a straight time basis. During the months other than April and November vacuum sweeping shall be provided as requested by the City on an hourly basis, as needed.

The following locations with pervious pavement shall be serviced during the month of April, and again during the months of July and November:

- Morse School, 40 Granite Street (parking lot off of Magazine Street)
- King Open School, 850 Cambridge Street (parking lot off Berkshire Street)
- Walkway behind the Water Department
- Sections of Fawcett Street and one section of Smith Place
- Western Ave cycle track between Hews Street and Blackstone Street

This work shall be invoiced on a straight time basis.

3. Sweepers must perform street cleaning during the above listed hours. Travel, clean-up and wash down time shall not be billable hours.
4. The City reserves the right to modify the daily schedule and/or to cancel a week, weeks or months of sweeping operations with one (1) month advance notice.

EMERGENCY/SPECIAL EVENT

If sweepers are called in to respond to an emergency clean-up request by the City, a City Special Event or an event other than the above described work, the Contractor shall be paid on an hourly overtime basis. The Contractor shall respond by having sweeper(s) at requested site within one (1) hour from receipt of request by the City.

EQUIPMENT REQUIREMENTS

1. The Contractor must own or lease and have available at a minimum four front-end dump mechanical sweepers that meet the following requirements:
 - Mechanical sweepers must be front-end dumps, capable of dumping directly into City trucks or containers for removal by the City.
 - Sweepers must have two gutter brooms and a main broom capable of sweeping a minimum of a nine foot path. Brooms should be replaced when they are reduced to half their original length.
 - All machine brooms should be kept down and sweeping during the entire length of any sweeping operation.

Name of Bidder: _____

2. The Contractor shall own/lease and have available, at a minimum, three vacuum sweepers that meet the following requirements:
 - Four wheel regenerative close system vacuum sweepers effective in picking up both small particles and larger debris.
 - Equipped with a minimum of four yard hopper.
 - Capable of operating under 70 decibels at 25 feet.
3. The successful bidder must have proof of ownership, a signed lease or has a commitment letter for the four mechanical and three vacuum sweepers which meet the above requirements.
4. Mechanical and vacuum sweepers must be no more than three (3) years of age at the start of the contract and for the duration of the contract year and subsequent years if the contract is subsequently renewed for an additional one or two years.
5. The equipment to be used by the Contractor shall be inspected by the Commissioner of Public Works or designee within two weeks of award and again prior to the start of subsequent contract years if the contract is renewed for an additional one or two years. The contractor must schedule the inspection through the Department of Public Works Environmental Services Manager. or his designee. Failure to schedule an inspection shall be deemed to be solely the fault of the contractor.
6. The Contractor shall provide all fuel for the equipment.
7. All sweepers must have 2-way radio systems and the ability to communicate on the Cambridge DPW radio frequencies.
8. All machines must be equipped with an efficient water spray system for dust control.
9. Machines must be properly registered and insured in accordance with the motor vehicle laws of the Commonwealth of Massachusetts.
10. Machines must be maintained in good working condition throughout the contract.
11. A sufficient supply of spare parts must be kept on hand to insure a continuous operation.
12. It shall be the City of Cambridge's sole discretion to determine if the bidder's submission of equipment is equal. The bidder must submit with its bid detailed factory specifications and all other necessary data on the equipment proposed, if it differs from that specified.

EQUIPMENT BREAKDOWN

The Contractor shall maintain all equipment used in the contract in good running condition. In the event of equipment breakdown, the contractor will either repair or replace the disabled sweeper within one (1) hour.

Name of Bidder: _____

DEBRIS DISPOSAL

The Contractor shall dump all debris into City trucks. In an emergency, or when appropriate, debris may be dumped in locations designated by the Commissioner of Public Works or designee. The City will transport and dispose of debris.

PAYMENT

The Contractor shall submit monthly invoices directly to Cambridge DPW, 147 Hampshire Street. Monthly invoices shall detail dates and daily hours per machine. Payment shall be made at the hourly rate per machine. In the event the City cancels a scheduled sweeping operation due to inclement weather the Contractor shall be given advance notice and there shall be no payment. If an ongoing sweeping operation is cancelled due to developing inclement weather, the contractor shall be paid the hourly rate for the time worked or a minimum four (4) hours, whichever is greater.

If a sweeper is disabled, repaired and is working again within one (1) hour, no deduction shall be made. For longer periods of time, deductions shall be taken for the actual down time beyond one hour.

USE OF CITY HYDRANT

In accordance with rules and regulations of the Massachusetts Department of Environmental Protection and the City of Cambridge Water Department, the Contractor is required to provide a backflow preventer and obtain a permit from the Water Department at (617) 349-4770 before using any hydrant with the city. The City will shut down any jobs violating this provision.

CITY OBLIGATIONS TO CONTRACTOR

1. Provide adequate hydrants and water throughout the City for filling water spray system.
2. Provide and maintain an adequate disposal site for debris picked up by the sweepers.
3. Provide a wash down location at 147 Hampshire Street. Cleaning of sweepers outside the designated wash down location will not be allowed.

CONTRACTOR OBLIGATIONS AND MINIMUM REQUIREMENTS

1. Contractor must show ownership or a signed lease for a minimum of four mechanical and three vacuum sweepers that meet specifications. The number of sweepers used at a particular time will be determined by the requirements of the sweeping program.
2. Contractor shall maintain frequency of sweeping as scheduled subject to severe weather conditions and shall clean streets of all debris regardless of the number of passes required to do so. The Contractor shall not be required to do any hand work except for the pick-up of spillage when dumping into City vehicles.
3. Contractor shall comply with all federal, state and municipal laws and regulations including City of Cambridge Water Permit procedures. Contractor personnel shall be licensed to operate contract equipment in accordance with Massachusetts motor vehicle laws. The contractor must, upon request by the City, provide operator's License and equipment Motor Vehicle Registration at anytime during this contract for inspection by the City.

Name of Bidder: _____

4. Contractor personnel shall exhibit polite and professional behavior during all sweeping operations and in dealing with the public.
5. Contractor agrees not to sublet or assign the contract in whole or in part without the approval or the authorization of the Commissioner of Public Works. However, nothing contained in this agreement shall create any contractual relationship between a subcontractor and the City.
6. Contractor agrees to indemnify and defend City and hold it harmless from loss, liability, damage, claims, demands and costs and expenses including, but not limited to court costs, actual expenses and reasonable in-house and outside attorney's fees, of any person or persons arising out of, or based upon, personal injury, death or property damage resulting directly from any act of negligence on the part of the contractor, its agents, employees, subcontractors, and licensees in connection with this contract. City reserves the right to select outside counsel, subject to the approval of contractor and not to be unreasonably withheld, to defend any such actions.

LIQUIDATED DAMAGES

The City shall be entitled to assess liquidated damages against the Contractor for failure to perform specific contract obligations. The liquidated damages provided herein are not penalties but represent a fair measure of damages that shall be sustained by the City in the event the Contractor defaults on any of the following specified obligations. If the City chooses not to assess liquidated damages, this shall not constitute a waiver of its rights to hold the Contractor in default, nor does the City waive its right to claim and to collect damages for the Contractors default on any of its obligations. The City shall assess liquidated damages after providing a written warning to the Contractor regarding its failure to perform and indicating the method of correction. The DPW Commissioner or designee shall inform the Contractor of his or her availability over the subsequent five business days for the Contractor to request a convenient time to meet to discuss any failure to perform before damages are assessed. The City shall deduct the liquidated damages assessed from any payment owed to the Contractor as a credit or offset of such amount.

List of Liquidated Damages:

Use of equipment more than three years old machine per day	\$200 per
Failure to repair or provide a replacement machine within one hour	\$100 per machine per hour above first two hours
Failure to replace brooms as specified in item 1 of the section titled "Equipment Requirements" machine per day	\$100 per
Violation of traffic laws, ordinances or regulations during operations	\$250 per machine per day

Name of Bidder: _____

PRICE PROPOSAL

The price shall be in accordance with plans and specifications, including all labor, materials and equipment including fuel. The price shall remain firm for the contract period. Quantities are estimates only. Actual quantities to be as needed.

The proposed price for Year One – 2015 equals

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	3800	Hours	Mechanical Sweeping – regular time		
2	50	Hours	Mechanical Sweeping – overtime		
3	960	Hours	Vacuum Sweeping – regular time		
4	10	Hours	Vacuum Sweeping - overtime		
				TOTAL	

Total bid price year one in words _____

The proposed price for Year Two – 2016 equals

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	3800	Hours	Mechanical Sweeping – regular time		
2	50	Hours	Mechanical Sweeping – overtime		
3	960	Hours	Vacuum Sweeping – regular time		
4	10	Hours	Vacuum Sweeping - overtime		
				TOTAL	

Total bid price year two in words _____

Price Proposal Continued on next page

Name of Bidder: _____

The proposed price for Year Three – 2017 equals

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	3800	Hours	Mechanical Sweeping – regular time		
2	50	Hours	Mechanical Sweeping – overtime		
3	960	Hours	Vacuum Sweeping – regular time		
4	10	Hours	Vacuum Sweeping - overtime		
				TOTAL	

Total base bid price year three in words _____ \

 Print Name of person submitting bid Phone Number

 Signature of person submitting bid

 Company Name and Address

Email Address: _____

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
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: _____

Name of Bidder: _____

(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.

Name of Bidder: _____

This form must be submitted with your bid

Name of Bidder: _____

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;

Name of Bidder: _____

- (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

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

Name of Bidder: _____

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**

**S
a
m
p
l
e**

**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

Name of Bidder: _____

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.

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 100% 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:

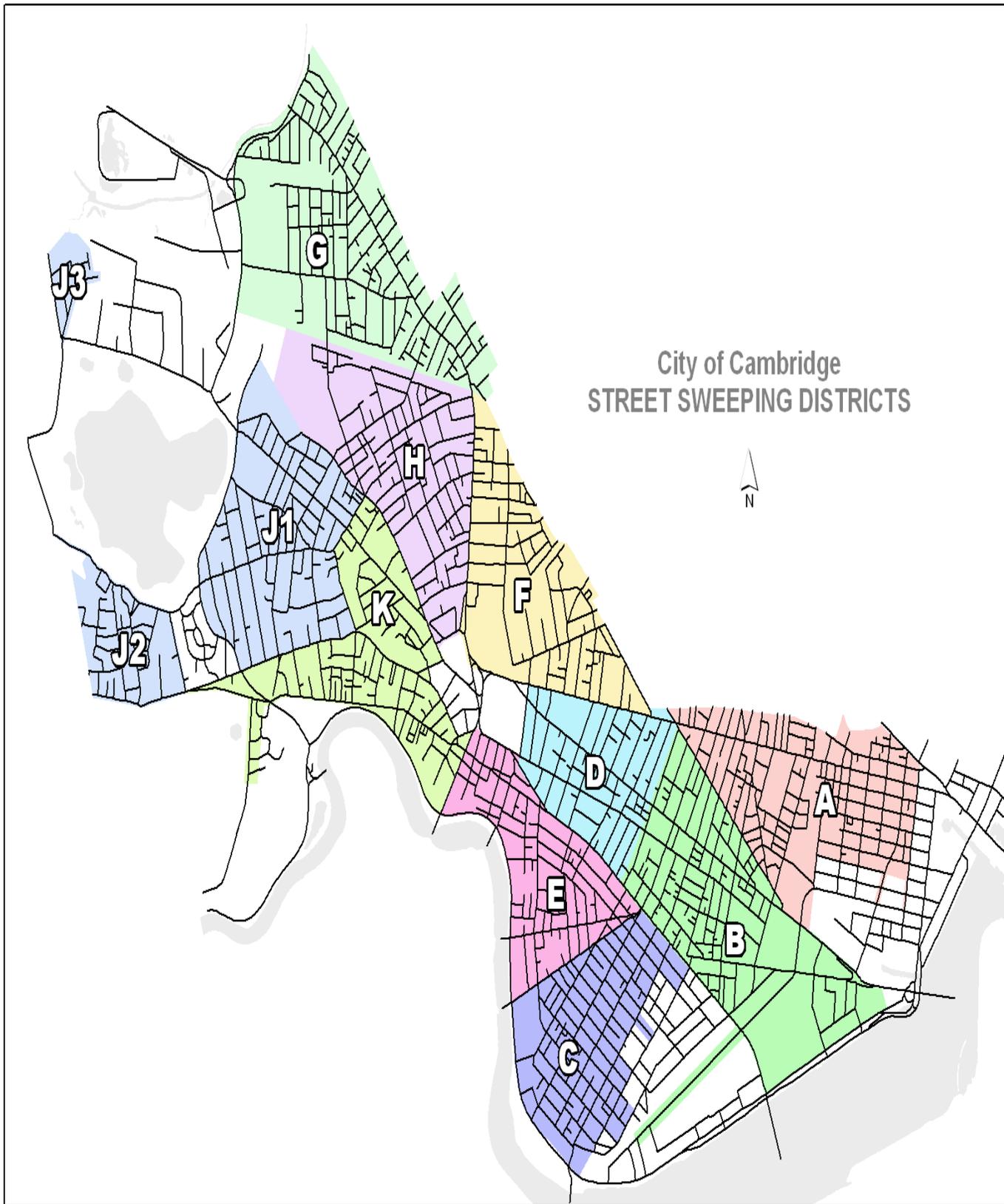
Nancy E. Glowa
City Solicitor

Signature and Title

Richard C. Rossi
City Manager

Amy L. Witts
Purchasing Agent

Name of Bidder: _____



Name of Bidder: _____

Schedules and Routes 2015

Check the City Department of Public Works website to see street sweeping district map and individual districts maps including all streets in that district.

District	Side	Day	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
A	Odd	1st Wed	1	6	3	1	5	2	7	4	2
A	Even	1st Thur	2	7	4	2	6	3	1	5	3
B	Odd	1st Mon	6	4	1	6	3	Aug 31	5	2	7
B	Even	1st Tue	7	5	2	7	4	1	6	3	1
C	Odd	1st Fri	3	1	5	June 29	7	4	2	6	4
C	Even	2nd Mon	13	11	8	13	10	14	Sep 29	9	14
D	Odd	2nd Tue	14	12	9	14	11	8	13	10	8
D	Even	2nd Wed	8	13	10	8	12	9	14	Oct 29	9
E	Odd	2nd Thur	9	14	11	9	13	10	8	12	10
E	Even	2nd Fri	10	8	12	10	14	11	9	13	11
F	Odd	3rd Mon	April 29	18	15	20	17	21	19	16	21
F	Even	3rd Tue	21	19	16	21	18	15	20	17	15
G	Odd	3rd Wed	15	20	17	15	19	16	21	18	16
G	Even	3rd Thur	16	21	18	16	20	17	15	19	17
H	Odd	3rd Fri	17	15	19	17	21	18	16	20	18
H	Even	4th Mon	27	May 29	22	27	24	28	26	23	28
J	Odd	4th Tue	28	26	23	28	25	22	27	24	22
J	Even	4th Wed	22	27	24	22	26	23	28	25	23
K	Odd	4th Thur	23	28	25	23	27	24	22	Nov 30	CANCELLED
K	Even	4th Fri	24	22	26	24	28	25	23	27	CANCELLED

Name of Bidder: _____



**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**

RONALD L. WALKER, II
Secretary
HEATHER E. ROWE
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: City of Cambridge
Contract Number: **City/Town:** CAMBRIDGE
Description of Work: To provide Street Sweeping Services for the City of Cambridge Department of Public Works.
Job Location: Various

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.
- An Awarding Authority 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. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- 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. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for 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 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 Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS 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 DAS, 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. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. 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 and a Statement of Compliance directly to the awarding authority by mail or email 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
Sweeper						
Laborer / Driver {Teamsters 25}	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 Apprentices 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. Apprentices 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.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** 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.