FILE NO. 6696B–(Re-bid) Invitation for Bid - Ammonium Sulfate Liquid 40%– Thursday, March 26, 2015 @ 11:00 AM

Invitation for Bid	**If at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.**
FILE NO.: 6696B (Re-bid)	
COMMODITY: Ammonium Sulfate Liquid 40%	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

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

PH: (617) 349-4310 FX: (617) 349-4008

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the Cambridge Chronical on **Thursday, March 12, 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 AM on Thursday, March 26, 2015. The bid may be downloaded from the City's web site: www.cambridgema.gov, Online Services, Purchasing Bid List, Invitation for Bid, File No. 6696B.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other quote/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 Ammonium Sulfate Liquid opened at 11:00 AM on Thursday, March 26, 2015. The bid and all documents submitted with it are public records. Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advanced of the due date and time. Late bids will not be accepted. This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____

FAX NUMBER:_____

Email address:_____

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

( ) Corporation, incorporated in the State of:_____

( ) Partnership: Names of partners:_____

( ) Individual:_____

NAME OF BIDDER: _____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religion, national origin, age 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.

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NAME OF BIDDER: _____

FILE NO. 6696B–(Re-bid) Invitation for Bid - Ammonium Sulfate Liquid 40%– Thursday, March 26, 2015 @ 11:00 AM

*** These forms must be submitted with the bid.**

Introduction

Quality Requirements*****

Bid Submission Requirements*****

Insurance Requirements

Chemicals Price Proposal Sheet*****

Vendor Chemical Bid Data Sheet*

American with Disabilities Act/ Tax Compliance/Anti Collusion*

Living Wage Ordinance

Cori Compliance Form*

NAME OF BIDDER: _____

FILE NO. 6696B–(Re-bid) Invitation for Bid - Ammonium Sulfate Liquid 40%– Thursday, March 26, 2015 @ 11:00 AM

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

The undersigned hereby proposes to furnish **Ammonium Sulfate Liquid 40%** and deliver to the Cambridge Water Department, as needed for a period starting on 5/1/15 and ending on 1/31/16 or upon completion of delivery whichever arrives first all in accordance with the attached specifications and following proposal schedule.

One contract will be awarded as a result of this Invitation for Bid. A contract will be awarded to the responsive and responsible bidder offering the lowest price. Prices must remain FIRM during the entire contract period.

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

Prior to bid opening, a bidder may correct, modify, or withdraw its bid by making the request in writing prior to the time and date of 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.

YOUR ATTENTION IS CALLED TO THE INSURANCE REQUIREMENTS LISTED HEREIN.

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.

Questions

Questions including any exceptions to the specifications, concerning this Invitation for bid must be submitted in writing and faxed to Amy L. Witts, Fax # 617-349-4008. All questions must be submitted no later than Thursday, March 19, 2015 by 4:00 PM. An Addendum will be posted to the website to notify all bidders of the questions and answers. Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list 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.

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, 2015 is $14.95 per hour. The Living Wage Requirements are attached.

Confidentiality and Public Record 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 Record Law

NAME OF BIDDER: _____

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. **The Ammonium Sulfate Liquid 40% has National Sanitation Foundation Standard 60 (NSF 60) approval.**

   YES **NO**

2. **The Bidder has five years experience selling the proposed chemical to a municipal or private water facility for the production of potable water.**

   YES **NO**

3. **The Bidders manufacturing or transshipment point is in New England or New York.**

   YES **NO**

BID SUBMISSION REQUIREMENTS

1. Bidder complete and submit all information requested in the Vendor Chemical Data Sheet attached and in the technical specifications.

2. Bidder shall submit a Manufacturer's Specification sheet for each chemical.

3. Bidder shall submit verification of NSF 60 approval.

INSURANCE REQUIRMENTS

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

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.
Certificates must be presented to the City at the time the contract is signed by the Contractor.

The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses. EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON- RENEWAL. NOTICE OF OCCURENCE is to be given to the City Manager, City of Cambridge, 795 Massachusetts Ave. Massachusetts Avenue, Cambridge, and Ma. 02139-3219.

INSURANCE POLICIES MUST COVER THE ENTIRE CONTRACT PERIOD INSURANCE POLICIES

INSURANCE POLICIES MUST COVER THE ENTIRE CONTRACT PERIOD

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

NAME OF BIDDER: _____

C.	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	$ 500,000
D.	Umbrella	
	Combined single limit	$1,000,000
	General Aggregate	$1,000,000
E.	Worker's Compensation	
	Coverage A	STATUTORY
	Coverage B Each Accident	$ 100,000
	Disease- Policy Limit	$ 500,000
	Disease- Employee	$ 100,000
F.	Full Replacement Valuation for Damaged or Missing Items No depreciation shall apply.	$ 50,000

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the City of Cambridge 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 of Cambridge reserves the right, at it's sole discretion, to amend the insurance requirements set forth above Failure of the contractor to provide and continue in force such insurance shall be deemed a material breech of contract and shall operate as an immediate termination thereof.

TECHNICAL SPECIFICATIONS FOR DRINKING WATER TREATMENT CHEMICALS

1. **GENERAL**
   1.1 The intent and purpose of this specification document is to provide for the purchase and delivery of drinking water treatment chemicals to Cambridge Water Department (CWD) located at 250 Fresh Pond Parkway, Cambridge MA 02138.
2. **CERTIFICATION**
   2.1 Products shall comply with the most recent AWWA Standard. Products shall be NSF Standard 60 certified for drinking water chemicals. The chemical shall have been tested and certified by a product certification organization accredited for this purpose by the American National Standards Institute.
   2.2 A copy of the ANSI/NSF letter of acceptance for the vendor's chemical proposed to be supplied shall accompany the bid.
   2.3 Failure to comply with these requirements or the loss of ANSI/NSF 60 certification shall be considered grounds for cancellation of the contract for the remainder of the contract period.
3. **AFFIDAVIT OF COMPLIANCE**
   3.1 Along with the bid, the prospective vendor shall submit an *affidavit of compliance* that confirms that the chemical meets CWD specifications. Each company involved in supplying and transporting the chemical to the Cambridge WTP must sign the affidavit of compliance
4. **CERTIFIED ANALYSIS TESTING for IMPURITIES AND ACCEPTANCE of DELIVERY PAPERWORK**
   4.1 Along with the bid, a certified analysis for impurities must be provided.
   4.2 Additional Impurities of concern include: antimony, arsenic, boron, cadmium, copper, cyanide, lead, molybdenum, mercury, nickel, selenium, silver, zinc, chromium. Data (in milligrams per liter) on these impurities shall be provided at no cost upon request.
5. **DELIVERY**
   5.1 Vendor shall make "normal" deliveries within 48 hours after receipt of order and make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary order to prevent CWD from running out of water treatment chemicals in less than 24 hours. CWD shall endeavor to minimize the number of emergencies. CWD reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

5.2 Delivery time of day shall be arranged upon placement of order and shall be between the hours of 7:00 a.m. and 3:00 p.m. All delivery personnel must have a company cell phone to facilitate deliveries. The Driver/Vendor is responsible for knowing the route to the Cambridge WTP.

5.3 An assigned CWD employee will meet the driver at the delivery area and perform a visual inspection of the vehicle. The employee will verify that the UN# is correct on the outside of the vehicle. If no visible problems occur the employee will escort the driver to the appropriate location to commence CWD testing (if appropriate) and unloading.

5.4 The Driver shall provide the inspector with one (1) sample that is representative of the loaded chemical. This sample will be used for acceptance testing. The sample shall be a minimum of 250 milliliter's.(8.5 ounces). In the event of a discrepancy in the test results or a part of CWD random audits of chemical deliveries, a CWD Supervisor may request that a sample taken from the delivery truck. All such samples shall be taken by the driver. Samples taken from delivery trucks at CWD's site shall be taken from the top of the tank/truck. Samples shall not be taken from discharge valves or hose connections on the bottom of the tank

5.5 The driver will place blocks behind his wheels to ensure that the truck will not move during unloading. The driver can only hook up the delivery when an assigned CWD employee tells the driver where to make the necessary connections.

5.6 Any delivery not agreeing with either the temperature or concentration criteria established shall be returned at the contractor's expense.

5.7 While the truck is unloading, the driver must stay with the truck at all times in case problems occur with the unloading.

5.8 Hoses shall be clean and free of residue from previous deliveries. Hoses, couplings or adaptors found unclean shall be cleaned at the vendor's expense before unloading.

5.9 Where tank trucks are used, the truck tank pressure shall be regulated by Cambridge WTP while unloading and shall not exceed the tank truck manufacturer's specifications.

5.10 Tank trucks shall be equipped with tank-mounted valves to enable rapid shut-off if an emergency arises.

5.11 The vendor shall notify the CWD's authorized representative immediately of any delay en route.

5.12 Deliveries to CWD shall be made in single compartment tankers or in the case of smaller deliveries in a single compartment of a multi-compartment tanker. CWD's intent is to limit the number of hose hook-up per delivery (1 hook-up).

5.13 Tanker discharge valving shall include provisions (e.g. a three way fitting, one for the air line) for blowing off the hook-up line in the event that the delivery is interrupted before completion. Where chemicals are trans-loaded from a storage tank, rail car, or other container other than what is delivered to the CWD, the driver or trans-loader must initial that he/she has witnessed the trans-loading into the vehicle used for transport to the CWD facility. As evidence of this, the paperwork shall state the container identification such as the DOT UN# along with chemical name and an identification number of the tank truck used for transporting the chemical to the CWD facility. This assures CWD staff that the wrong chemical was not trans-loaded.

6. **TRANSPORTATION PLAN**

6.1 In order to fully comprehend the "chain-of-custody" before a chemical reaches its CWD destination, the CWD must be provided with a transportation plan along with the bid. Within this plan, a detailed explanation must be provided explaining all companies involved in the manufacturer, distribution, and transportation of the chemical to the CWD facility.

6.2 Any changes made to the transportation plan, during the contract, must be made known to the CWD two weeks prior to the proposed change. The proposed change must be sent certified mail to the following address: Jim Rita, Production Manager, 250 Fresh Pond Parkway, Cambridge MA 02138, where two weeks notice is not available, a fax shall be sent to Production Manager of Cambridge water treatment plant at the following number, (617) 349-4796(FAX). The fax shall be confirmed by a telephone call to the Production Manager. (617) 349-4789.

6.3 Included in this transportation plan shall be an emergency contact list for each company involved in the chemical manufacture, distribution, and transportation of the chemical. Included in this transportation plan shall also be a description of other chemicals manufactured, repackaged, trans-loaded and transported at each location affiliated with supplying the chemical to the CWD. Also include a description of how these chemicals are packaged.

6.4 Included in the transportation plan shall be a detailed description of the personal protective equipment required of the driver during the delivery process at the CWTP. List each piece of required personal protective equipment. Chemical offloading may not occur if the driver does not have the proper personal protective equipment.

6.5 All required bid submissions will be reviewed by CWD staff. Include in the transportation plan a contact person and phone number who is available to answer questions posed by CWD staff during the bid selection process.

6.6 The vendor (as well as its contractors affiliated with supplying the chemical to the CWD facility) must provide information on their accidental release history as part of the transportation plan.

7.0 CWD SITE VISIT/VENDOR SITE VISIT

7.1 If the vendor has not previously been contracted to supply chemical, a site visit by the vendor to Cambridge Water Treatment Plant (WTP) is required before the initiation of the contract.

7.2 Vendors intending to submit bids for the supply of Sodium Hypochlorite are encouraged to arrange to inspect the CWD Storage and Day tank. Inspection shall be arranged and coordinated through the Production Manager. Inspections shall be conducted at the bidders sole cost.

7.3 CWD reserves the right to inspect or visit any proposed vendor's chemical manufacturer's site along with any sites where the chemical will be trans-loaded, stored for distribution, or repackaged. CWD reserves the right to make such visits anytime during the bid evaluation process and at anytime during the life any chemical supply contract awarded.

7.4 The vendor's manufacturing facility or trans-loading facilities must be in New England or New York. The vendor must demonstrate that the facilities include storage of quantities of chemicals to meet the specified delivery requirements.

7.5 The site visit will include a discussion of the transportation plan of the vendor. The vendor will attest to the fact that this transportation plan will not deviate and that any proposed changes would be provided to the CWD beforehand.

7.6 A site visit will also include a walk-through of the manufacturing process, what quality assurance and purity tests are performed on the product, possible contaminants along with mitigating measures, and how often quality assurance and purity tests are performed.

7.7 Should any concerns be raised by CWD personnel during the site visit, the vendor shall address those concerns. If possible changes are discussed and agreed upon they will be put in writing by the vendor and sent to the appropriate CWD personnel. The conditions will stand for the entire length of the contract unless otherwise noted.

8. SUBSTITITIONS OR CHANGES IN MANUFACTURER

8.1 The vendor may not substitute another manufacturer's product or deliver any other chemical than what is agreed to at the time of award without prior written approval from CWD management. Failure to obtain such approval can result in forfeiture of the contract and the vendor removing any delivery made at the vendor's expense.

8.2 If the CWD agrees to a substitution in material, the vendor is still responsible for ensuring that the appropriate paperwork is produced and given to the CWD via the delivery driver. If the normal paperwork requirements are not fulfilled CWD reserves to right to reject the delivery.

9. VENDOR CONTRACT AGREEMENTS

9.1 The transportation plan will disclose any conditions and requirements the vendor has with its contractors to manufacture, supply, and/or transport the chemical to the CWD. Disclosure includes conditions of the contract, including provisions for pre-job safety meeting orientations for contractors, training, necessary personal protective equipment, and emergency response procedures that the vendor requires of its contractors.

10. CUSTOMER REFERENCES*:*

10.1 Provide three (3) possible water treatment plants in the New England and New York area that have been supplied the chemical in truckload quantities on an annual bid basis within the last three years.

11. POSSIBLE SUBMISSION OF ADDITIONAL DATA

11.1. Bidders may be required to submit some or all of the following during the bid evaluation process or during the life of any chemical supply contract that is awarded based on this bid:

11.11 An audited financial statement

11.12 Capacity of facilities

11.13 List of current customer base for the last five years

11.14 Security measures at all applicable facilities

11.15 Age and/or maintenance performed on rail cars and tank trucks used for CWD chemicals

12. CONTAINERS AND APPURTANENCES

12.1 All containers and appurtenances shall be dedicated solely to that chemical.

If the chemical containers or packaging are damaged, they will not be accepted. This minimizes any chance for possible contamination. The damaged products will be returned and proper replacement will be provided accordingly at the vendor's expense. All drums, totes, pails used for the delivery of any chemical to the Cambridge Water Department shall remain the property of the vendor and will be removed at the vendor's expense. All costs associated with this requirement are to be included in the bid price.

12.2 Any containers or tank trucks found leaking chemicals shall not be allowed to enter or depart from the CWD facility until the contractor or the designated representative makes appropriate repairs. Any cargo found to be leaking chemicals will be considered an emergency situation requiring immediate attention by the vendor and its contractors.

13. SAFETY AND PERSONAL PROTECTIVE EQUIPMENT

13.1 The vendor shall ensure that all parties involved in supplying the chemical to the CWD facility observe the applicable safety practices. This includes wearing the appropriate personal protective equipment during trans-loading and offloading operations. Such operations shall not begin unless the personal protective equipment is worn.

13.2 The driver shall always wear the appropriate protective face and body apparel when unloading the chemical. The driver shall also be fully educated (classroom & hands-on training) in Hazardous Communication regulations to ensure that they know what to do should an emergency occur on-site or while traveling to the facility.

13.3 In no case will a driver transport the chemical without being trained on the use of the specific truck used to transport the chemical to the CWD facility.

14. SAFETY REQUIREMENTS OF VENDORS

14.1 Vendors that deliver hazardous chemicals must assure that their employees are trained on performing the job safely, of the hazards related to the job, and applicable provisions in CWD emergency response plans. Upon request by the CWD, vendors must present information regarding the vendors' safety performance as highlighted below:

14.11Assure that their employees are trained in safe work practices;

14.12 Assure that their employees are instructed in the known potential fire, explosion, or toxic release hazards related to the job;
14.13 Document the required training and the means to verify that their employees have understood the training;
14.14 Assure that their employees follow the CWD's safety rules and work practices.
14.15 The training records shall contain the identity of the employees, the dates of training, and the means used to verify that the training was understood.

15. TRAINING AND TECHNICAL SERVICES

15.1Upon request, the contractor shall provide at no additional cost to the CWD, a one-half day formal on-site classroom training session to CWD employees for each supplied chemical. The training classes shall be given within three months of the beginning of the contract period.

15.2 The training session shall include but not to be limited to the characteristics of the supplied chemical, safe operating and maintenance practices, emergency response, routine operational observations or maintenance tasks, and technical guidance to assure that the workforce is adequately acquainted with all aspects of handling and using the supplied chemical.

15.3 The instructor shall have sufficient experience and qualifications that will enable him/her to present a training session that is meaningful and complete.

15.4 The vendor shall coordinate the scheduling of training with CWD Production Manager.

16. MATERIAL SAFETY DATA SHEETS

16.1 The vendor must submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to CWD's first delivery. A new MSDS must be submitted to the CWD if any revision or change occurs during the contract.

17. WEIGHT CERTIFICATE

17.1 Where applicable, all deliveries shall be accompanied by weight certificates or certificates issued by a certified scale operator.

17.2 Weight slips shall be the basis of vendor invoices for this (these) contracts. Invoices shall be corrected to reflect the specific gravity of each load. CWD specific gravity measures will be considered final. CWD stockpiles all delivery samples for a period of time to allow for vendor verification in the event of a question or dispute.

17.3 CWD measures each chemical delivery with various tank height gauges. If CWD finds a discrepancy between weight slips and CWD volume measurements, CWD will notify the vendor. The vendor shall work with CWD staff to resolve disputes. In the event of the failure to resolve delivery volume issues, CWD measurement will be considered final for billing purposes.

18. DEPARTURE

18.1 The driver must make sure that all of the cargo has been unloaded, the appropriate paperwork has been signed, and that all previously open outlets and valves are closed to ensure that nothing can leak out of the vehicle.

18.2 At the conclusion of each delivery, the driver shall remove all materials (chemicals) that are leaked or wasted as part of the delivery process. All materials deposited on the loading area floor shall be cleaned up and removed. This included all leakage from truck valves, vendor hoses and from the making and breaking of hose hook-up to CWD piping. All spill/drip buckets shall be emptied: all chemicals and spillage shall be removed from the CWD facility by the driver following vendor materials handing protocols.

18.3 In the event of a hazardous material spill event occurring during a chemical delivery to the CWD facility, CWD will follow standard operating procedures and call first responders, the Cambridge Fire Department. This will be followed by calls to the vendor involved, to Massachusetts Department of Environmental Protection (DEP) and a spill clean-up contractor.

18.4 Vendors are responsible for first response costs, clean-up costs, and disposal costs associated with failures of their equipment, personnel, or their operating procedures.

Item 1. **Specifications Ammonium Sulfate 40%- Liquid**

A. Composition

1. Ammonium Sulfate 40% - Technical. The liquid shall be of such clarity as to permit the reading of flow-measuring devices without difficulty and free from suspended material.
2. Iron, mg/L less than 100 mg/L
3. Specific Gravity: 1.23
4. pH 2 -7
5. Water Insoluble ≤ 0.01%
6. pH of solution: 6.3 range 2.5 – 7.0

B. Delivery Requirements

The Cities estimated annual usage is 25,000 gallons. The City expects to order deliveries of 2000 gallons The usage noted on this bid document is based on an estimate volume: the City may increase or decrease the actual usage as required. The delivery volumes are standard but CWD reserves the right to increase or decrease delivery volumes based on plant operations. Tank Volume: 2,500 gallons Average Daily Use: 60 +/- 10 gallons.

C. Delivery Documentation

Certificate of Analysis at a minimum to include: Date and Time of Manufacture, Appearance, Assay-Ammonium sulfate in percent, Water insoluble Matter less than 0.01%, Specific Gravity @60° F: 1.23 and acceptable range, pH of solution. Pounds per gallon.

PRICE PROPOSAL

All prices are to remain firm.

All bidders shall submit pricing in the format requested.

Any bid listed as pounds will not be considered and will disqualify your bid.

		Column A	Column B	Column A x Column B =
Liquid Chemical Name	**Delivery Quantity Gallons**	**Estimated Annual Usage in Gallons**	**Cost per gallon**	**Total Bid Value**
. Ammonium Sulfate (Liquid) 40%	2000	17,000		

Total written in words:_____

Bidder's Signature:_____

NAME OF BIDDER: _____

Vendor Chemical Bid Data Sheet must be submitted.

Chemical Name: _____

Bidder: _____

Manufacture: Yes_____ No_____

If No:
Manufacturer's Representative: Yes_____ No_____

Specify location or locations the chemical supplied will be manufactured:
Address: _____

_____

Contact person at point of manufacture:
Telephone number: _____

Specify the New England or New York distribution point from which CWD will receive the chemical:
Address: _____

_____

Detailed directions (attach if needed):

Contact Person at facility:

Name: _____

Telephone number: _____

Quantity of chemical routinely in storage: _____ (gal)

Customer References: three (3) potable water treatment plants that have been supplied the chemical in truckload quantities on an annual bid basis within the last three years. References must be from the New England/New York Area. A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder. The City reserves the right to use itself as a reference.
Minimum information required: (attach additional)

1. Water Company or Water Department

   Name:_____
   Address:_____
   _____
   _____
   Contact person:_____
   Address:_____
   _____
   Phone number:_____
   Delivery Address:_____
   _____

Quantity received annually:_____(gal/lb)

NAME OF BIDDER: _____

2. Water Company or Water Department

Name:_____

Address:_____

_____

_____

Contact person:_____

Address:_____

_____

Phone number:_____

Delivery Address:_____

_____

_____

Quantity received annually:_____(gal/lb)

3. Water Company or Water Department

Name:_____

Address:_____

_____

_____

Contact person:_____

Address:_____

_____

Phone number:_____

Delivery Address:_____

_____

_____

Quantity received annually:_____(gal/lb)

City of Cambridge CORI Policy

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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

   (a) Relevance of the crime to the position sought;
   (b) The nature of the work to be performed;
   (c) Time since the conviction;
   (d) Age of the candidate at the time of offense;
   (e) Seriousness and specific circumstances of the offense;
   (f) The number of offenses;
   (g) Whether the applicant has pending charges;
   (h) Any relevant evidence of rehabilitation or lack thereof;
   (i) Any other relevant information, including information submitted by the candidate or requested by the City.

10. 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.

11. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

12. 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, 2

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

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

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.

(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.

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 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is $14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is $14.51.

For calendar year 2013 the CPI-U increased by 1.37%.Therefore the new living wage, as of March 1, 2014 is $14.95.

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

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

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

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

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

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

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

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

Date: _____

_____
(Print Name of person signing bid)

_____
(Signature & Title)

This form must be submitted with the bid

City of Cambridge
Articles of Agreement

Commodity-

File Number:

This agreement is made and entered into this **xx/xx/xxxx b**y and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts,** and **xxxxxxxxxxxxxxx.** a corporation duly organized and existing under the laws of the **State of xxxxxxxxxx**("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/xx** and ending on **xx/xx/xx.**

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

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 xxxxxxxxxxxx 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.

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

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **___0%____** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

Approved as to Form:

_____

Nancy E. Glowa
City Solicitor

_____

Richard C. Rossi
City Manager

The Contractor:

_____

Signature and Title

_____

Amy L. Witts
Purchasing Agent