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: 7373	
COMMODITY: Vocational Student Transportation 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, September 01, 2016,** 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**, **September 15, 2016. 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. 7373.**

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 **To provide Vocational Student Transportation Services for the Cambridge Public Schools opened at 11:00 A.M. on Thursday, September 15, 2016". The bid and all documents submitted with it are public records.**

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

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

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____**FAX NUMBER:**_____

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

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual:_____

Name of Bidder:_____

GENERAL TERMS AND CONDITIONS

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

Equal Opportunity

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

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

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

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

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

Email Address:_____

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

Name of Bidder:_____

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

The undersigned hereby proposes **To provide Vocational Student Transportation for Cambridge Public Schools** all in accordance with the attached specifications.

One award will be made as a result of this invitation for bid. The award will be made to the responsive and responsible bidder offering the lowest grand total bid for the initial contract term. The term of the contract will be for a period of nine months, from October 1, 2016 to June 30, 2017, with two one-year options to renew.

Prices must remain FIRM during the entire contract period.

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 and conditions.

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

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, 2016 is $15.04 per hour. The Living Wage Requirements are attached. The successful bidder must meet or exceed the Living Wage as it may change during the term or any contract period or renewal.

Prevailing Wage Rates
Attention is called to the fact no less than the minimum Prevailing Wage Rates as set forth in the schedule contained in the specifications must be paid under this contract. The Prevailing Wages are attached.

Under this contract Prevailing Wages applies
: C.71 Sec.A Prevailing wages apply to all drivers who operate school busses, including the transportation of students to and from school, special education transportation, school related athletic events, field trips, and all other school related activities.

The statutory definition of a school bus is any vehicle with seating for nine or more passengers. If a vehicle, which has seating with more than eight passenger seats, but is modified by the removal of some seats so that the vehicle has eight or fewer seats, would still be considered a "school bus" under G.L. c. 90, and thus subject to the prevailing wage requirement included within G.L. c. 71, §7A.

If the vendor is using a vehicle not defined as a school bus by the state then prevailing wage does not apply.

Wage Theft Prevention Certification
In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids/proposals. Failure to provide the certifications or disclosures shall result in rejection of the bid/proposal. Please see the **Wage Theft Prevention Certification form attached.**

Name of Bidder:_____

Questions

Questions concerning this Invitation for Bid must be submitted in writing and either emailed to: purchasing@cabridgema.gov or delivered to the Office of the Purchasing Agent, Amy L. Witts, City Hall 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 by 11:00AM on Thursday September 08, 2016

Bidders should check the website for any addenda issued. Bidders will not be notified individually of Addendums.

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

Bid Results

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

Confidentiality and Public Records Law

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

Name of Bidder:_____

Scope of Services

Overview

The City of Cambridge/Cambridge Public Schools (referred to hereafter as CPS) intends to award a contract for the provision of transportation services for 1-4 high school aged students of the City of Cambridge who attend school at Norfolk County Agricultural High School at 400 Main St, Walpole, MA.

Bidders must demonstrate the ability to meet the requirements specified in this document, including all of the Quality Requirements, and submit a complete bid.

The contract will be for a period of nine (9) months, from October 1, 2016 to June 30, 2017, with 2, one year options to renew the contract. Prices will be quoted at a daily/hourly rates so that total contract amounts for each contract term may be calculated accordingly.

The award shall be contingent upon approval by the Cambridge School Committee. The performance of and payment for obligations for each year of this multi-year contract will be subject to appropriation and the satisfactory performance of the vendor.

CPS reserves the right to use its own personnel and/or equipment to perform transportation services when deemed necessary or expedient and to award additional contracts for transportation services as deemed necessary.

The Contractor shall give personal attention to the performance of the contract and will not subcontract or assign the work under the contract in whole or in part without prior written approval of CPS. The Contractor shall furnish to CPS the name (or names) and phone number/s of personnel who will be responsible for coordinating transportation arrangements under the contract.

It will be the responsibility of the Contractor to adhere strictly to the directives of CPS. Tardiness will not be tolerated and failure to provide services as agreed upon, except in extreme circumstances, may be considered a breach of contract and will be subject to appropriate action by CPS.

Schedules and Routes

CPS seeks bids for the cost of transporting 1-4 high school aged pupils in one vehicle from within the City of Cambridge to Norfolk County Agricultural High School at 400 Main St, Walpole, MA.

The daily round-trip rate shall be quoted for one vehicle servicing 1-4 students from one pickup location (within Cambridge city limits to be designated by CPS) and one drop-off location (Norfolk County Agricultural High School) and shall remain the same whether one, two, three or four students are transported. Pricing is also requested for potential additional pickups/drop-offs in Cambridge (if requested by CPS) and monitors (if requested by CPS). If a monitor is requested for the route, the expectation will be that 1-3 students can be transported in the vehicle.

All vehicles must drop students off no earlier than 15 minutes and no later than 5 minutes before the first bell in the A.M. and must be at the schools no later than 5 minutes before dismissal time in the P.M. Pickups must occur within ten minutes, plus or minus, of the scheduled pick up time. The Norfolk County Agricultural High School calendar and bell times as published in their **2016-17 handbook are attached: Attachment A**. The Contractor will be responsible for managing any changes necessary to accommodate early release days or other scheduling irregularities at the Norfolk Agricultural High School.

Any parental complaints will be handled via the CPS Transportation Department, who will forward them to the Contractor. Temporary changes, initiated by either the Contractor or the parent, will be handled directly between the parent and the Contractor, with notice given to the CPS Transportation Department once a month.

Any disputes between the Transportation office and the Contractor regarding schedules and routes shall be resolved by actually driving the route with representatives of CPS and the Contractor. Schedules and

Name of Bidder:_____

routes are subject to change anytime during the term of the contract upon three (3) school days written notice, or upon shorter notice if agreed to by the Contractor.

The Contractor will be notified immediately by telephone when the decision to cancel school in Cambridge due to inclement weather or other emergencies has been made. The Contractor will provide the telephone number of a "back-up" person to contact in such instances. When CPS is closed, no students are to be transported even if school is in session at Norfolk County Agricultural High School.

The Contractor will be responsible for monitoring school closings for the Norfolk County Agricultural High School on days when CPS remains open. It is the responsibility of the Contractor to be aware of the state of school closings within their jurisdiction at all times.

CPS will assume no responsibility, financially or otherwise, for vehicles when school is not in session because of vacations or the cancellation of sessions due to inclement weather.

Any overtime as a result of the Contractor's failure to meet established schedules shall not be subject to reimbursement. This includes delays caused by, but not limited to mechanical problems, drivers' performance, weather and abnormal traffic conditions.

Personnel Specifications

It shall be the responsibility of the Contractor to hire personnel to operate and monitor (upon request) all vehicles as needed. The Contractor shall employ all drivers and monitors, pay all salaries and benefits, screen, evaluate, train, supervise, and discharge drivers and monitors as necessary for the effective performance of this contract.

It is the obligation of the Contractor to ensure that operators and equipment meet the highest of standards possible for the transportation of each child. Therefore, it is to be understood and agreed that the Contractor shall regularly assign only permanently employed, reliable, and carefully selected drivers and monitors.

CPS reserves the right to require the Contractor to reject or remove any driver or monitor.

All drivers must be properly licensed and certified in accordance with Commonwealth of Massachusetts regulations and be familiar with the law, rules, and regulations pertaining to school transportation services. The Contractor shall ensure that all drivers have had a Criminal Offender Record Information (CORI) check and a Sex Offender Registry Information (SORI) check performed with satisfactory results and that their licenses and certificates are current before driving for CPS. CPS may request documentation of licensing and/or school bus driver certificates as assurance and/or perform its own CORI/SORI on any driver working under this contract. CPS will perform CORIs/SORIs at the start of the contract on all monitors working under this contract, and will perform CORIs/SORIs on any new monitors throughout the contract term. No monitor shall board a Vehicle with Cambridge students prior to providing CPS the requisite form/s in order to perform a CORI/SORI check and having this check completed. In addition, CPS reserves the right to require that a fingerprint-based state and national criminal record check be performed for all drivers and monitors working under this contract on a reasonable schedule in accordance with recent state legislation regarding background checks for school employees and contractors. The cost of any such background checks shall be borne either by the Contractor or the individuals themselves and not by CPS.

The Contractor must provide evidence of compliance with all state and/or federal requirements for drug and alcohol testing, including information regarding company policy regarding substance abuse and company procedures for drug testing both for cause and at random.

Monitors must be available and supplied upon request within 3-4 days of the request being made.

All drivers and monitors must attend all required CPS trainings through the school year to be eligible to drive for Cambridge. Trainings may include but are not limited to orientation and safety trainings. The Contractor must inform CPS of any new drivers and new monitors hired after the beginning of the school year, and any new drivers and monitors shall be required to undertake any of the aforementioned training

Name of Bidder:_____

he or she has missed at the soonest opportunity available. CPS will schedule make-up trainings for this purpose.

All drivers and monitors will be required to wear a photo identification card when transporting or riding with Cambridge students. Drivers and monitors must be neat in appearance, and wear their photo IDs every day.

Equipment Specifications
Bidder must be prepared to provide fully functional properly maintained, clean and ample equipment with provisions to have spare (back-up) vehicles to promptly cover emergencies.

It shall be the Contractor's legal and financial responsibility to see that all vehicles and equipment and operation of the same that may be used in servicing this contract conform through the duration of the contract to all requirements of the laws of the United States, the Commonwealth of Massachusetts, and the regulations of the State Registry of Motor Vehicles and/or the State Department of Public Utilities and/or any other federal or state agency having jurisdiction. The Contractor shall procure and maintain all applicable permits, licenses, and approvals necessary for the performance of services under this contract at the Contractor's expense.

The Contractor shall agree to keep each vehicle in good appearance and in good working condition and to furnish at the Contractor's expense all necessary oil, grease, tires, and other supplies, as well as properly maintain and repair vehicles throughout the entire period of the contract.

At no time during this contract shall the age of any vehicle in service exceed six years old (current calendar year of Contract minus model year) or have more than 200,000 miles on the odometer. All vehicles shall be equipped with factory installed state of the art lap seat belts which shall be industry standard.

Contractor will be responsible for the daily condition of each vehicle used to transport students. Vehicles must be clean at all times and be kept free of noxious odors. The Contractor agrees that there will be no smoking in the vehicles at any time, with or without students being present.

A full list [see attached sample Equipment Description Form] of the vehicles that may be used to fulfill the contract will be required annually. This list should be updated throughout the contract term as changes occur. Only equipment described in the required Equipment Description Forms or equivalent equipment as approved by CPS shall be used in the performance of these contracts. Reasonable rotation of approved equipment will be permitted. CPS reserves the right to reject any vehicle not meeting the specifications set forth above.

All required inspections, including those done by the Registry of Motor Vehicles and those mandated by Chapter 766 or other laws, performed on any vehicles used to fulfill the conditions of these contracts shall be at the Contractor's expense, and copies of all reports, summaries, checklists, corrective action required, and all other recommendations or findings communicated to the Contractor by the Registry of Motor Vehicles or other inspection agency shall be filed by the Contractor with the CPS Transportation Manager, 158 Spring Street, Cambridge, MA 02141, within three (3) business days of their receipt by the Contractor. In addition, CPS reserves the right to inspect any or all vehicles at any reasonable time. Vehicles deemed not in compliance with applicable laws and/or the equipment specifications set forth in this document may not be used to provide transportation under this contract and must be replaced or repaired.

In the event that CPS desires to have cameras installed on the vehicles used for this contract, the Contractor agrees to allow CPS access to install these cameras in a time frame to be mutually agreed upon by both parties.

Operational Specifications
The Contractor shall submit to the CPS Transportation Department the driver name for this route by the first week of school. The CPS Transportation Department must be notified in writing whenever a change of drivers or route assignments among drivers occurs during the school year. Except in emergencies the same driver shall be assigned to both the AM and PM pick-ups of this route.

Name of Bidder:_____

Once a driver is assigned, the Contractor will be responsible for calling each family to inform them of the bus schedule, name of the driver and monitor (if applicable), the vehicle number, a description of the vehicle (make, model and color), and a contact name and number for the Contractor.

In the event that there is a substitute driver, or a change in pick up or drop off times, the Contractor shall be responsible for contacting the parents and the CPS Transportation Department with this information in advance of pick up.

CPS must at all times be able to contact the Contractor's base station, which must then at all times be able to immediately contact any and all drivers.

Each driver shall maintain a Trip Log that will be forwarded on a weekly basis to the Transportation Office. This Log will consist of pick-up and drop off times for stops on the route, and documentation of any special problems that occurred during the past week.

Drivers shall not be permitted to carry any person other than a monitor while carrying pupils unless authorized to do so by CPS. The driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the vehicle unattended at any time while it is occupied.

The Contractor will bear the cost of fuel for all vehicles. The Contractor shall be responsible for fueling all vehicles. At no time shall a vehicle be fueled while students are in the vehicle.

Accident Procedures

In the event of an accident, the vehicle driver shall immediately notify the Dispatcher and the Dispatcher shall immediately notify the CPS Transportation Department, the Norfolk Agricultural School Principal, and the Police Department. The Contractor will instruct the driver to identify, in writing, all passengers on board before the vehicle continues on the route.

The Contractor is required to submit in writing to the CPS Transportation Department a preliminary written accident report no later than the close of the business day on which the accident occurred. For any accident occurring after the Contractor's business hours, the accident report shall be filed within two (2) hours of the opening of business the next day.

The Contractor shall submit a Commonwealth of Massachusetts Registry of Motor Vehicles Accident report to the Police Department and CPS within twenty-four (24) hours of an accident involving vehicles transporting students.

At the end of each contract year, or upon request, the Contractor shall submit a formal accident report summary from its insurance company covering the entire fleet. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or non-preventable status, claims outstanding, and current status.

Invoicing

Invoices shall be billed monthly. Invoices must be submitted to the CPS Transportation Department within 10 business days of the end of each billing period. All invoices submitted for payment shall be subject to review and audit by CPS.

Pricing

The Contractor will be compensated on a per vehicle, per day rate, based on the rates submitted on the attached price sheet. Rates should reflect the full cost of transporting 1-4 students on one vehicle. The low bidder will be determined based on the estimated trips per year. However, CPS makes no guarantee that the entire estimated amount of the contract will be expended in any given year. Payment will be based on actual students transported.

Insurance Requirements

Name of Bidder: _____

a) Worker's Compensation
(Reference: M.G.L. c.30B). Before commencing performance of the Contract, the Contractor provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. C.30B to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City of Cambridge/Cambridge Public Schools at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

b) Additional Insured
Each policy must list the City of Cambridge/Cambridge Public Schools as an additional named insured.

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

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

e) Notice of Occurrence
Notice of occurrence shall be given to the Coordinator of Purchasing, Cambridge Public Schools, 159 Thorndike Street, Cambridge, MA 02141, and at the option of the Contractor, any other City of Cambridge official permitted by law to receive notice.

f) Waiver of Subrogation
The Contractor and all Sub-Contractors waive subrogation rights against the City of Cambridge/ Cambridge Public Schools for all losses.

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

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

Owner's Protective Liability	
Each Occurrence	$1 Million
Aggregate	$2 Million
Commercial Liability	
General Aggregate	$2 Million
Products Completed Operations Aggregate	$1 Million
Personal Injury and Advertising Limit	$1 Million
Each Occurrence	$1 Million
Automotive-for all owned, non-owned, hired and leased vehicles	
Combined single limit	$1 Million
or	
Bodily injury - each person	$100,000
each accident	$1 Million
Property damage-each occurrence	$1 Million
Umbrella	
Combined single limit	$1 Million
General aggregate	$1 Million
Worker's Compensation	
Coverage A Statutory	

Name of Bidder:_____

Coverage B	Each Accident	$100,000
	Disease-Policy limit	$500,000
	Disease-Each Employee	$100,000

i) Excess Liability Insurance
The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City of Cambridge/Cambridge Public Schools as a named insured. Evidence of such excess liability shall be delivered to the City of Cambridge/Cambridge Public Schools in the same form and manner as the required insurance policies.

j) Amendment of Insurance Requirements
The City of Cambridge/Cambridge Public Schools reserves the right, at is sole discretion, to amend the insurance requirements contained herein.

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

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

m) Endorsements
The Contractor shall furnish to the City of Cambridge/Cambridge Public Schools copies of any endorsements that are subsequently issued amending limits of coverage.

Name of Bidder:_____

Price Proposal

The contract will be for a period of nine months, from October 1, 2016 to June 30, 2017, with two, one-year options to renew the contract (option years 1 & 2) . Prices shall be quoted at a daily round-trip rate for one vehicle servicing 1-4 students from one pickup and one drop-off location. Pricing is also requested for potential additional pickup/drop-offs in Cambridge (if requested by CPS) and monitors (if requested by CPS). **The contract will be awarded to the bidder offering the lowest total price for the initial contract term, October 1, 2016 to June 30, 2017.**

Needs stated are ESTIMATES ONLY. Only actual services requested by CPS and provided by the vendor may be billed. Please enter rates and calculate total pricing in the tables below.

Initial Contract Term

Contract period	Rate		Estimated needs		Price
October 1, 2016- June 30, 2017	Daily round trip rate per vehicle traveling to/from one Cambridge pickup location to/from Norfolk Agricultural School: $_____	x	159 days	=	
					+
October 1, 2016- June 30, 2017	Extra cost (flat daily round trip rate) **per additional Cambridge pickup/drop-off locations, if requested:** $_____	x	159 days	=	
					+
October 1, 2016- June 30, 2017	Hourly Rate per Monitor, if requested: $_____	x	300 hours	=	
					=
October 1, 2016- June 30, 2017			**Total Price**		

Total Bid Price in words:_____

Initial Contract Term

Signature: _____

Name of Bidder:_____

Option Year One (if renewed)

Contract period	**Rate**		**Estimated needs**		**Price**
July 1, 2017- June 30, 2018	Daily round trip rate per vehicle traveling to/from one Cambridge pickup location to/from Norfolk Agricultural School: $_____	x	180 days	=	
					+
July 1, 2017- June 30, 2018	Extra cost (flat daily round trip rate) **per additional Cambridge pickup/drop-off locations, if requested:** $_____	x	180 days	=	
					+
July 1, 2017- June 30, 2018	Hourly Rate per Monitor, if requested: $_____	x	300 hours	=	
					=
July 1, 2017- June 30, 2018			**Total Price**		

Total Bid Price in words:_____

Option Year One

Signature: _____

Name of Bidder:_____

Option Year Two (if renewed)

Contract period	**Rate**		**Estimated needs**		**Price**
July 1, 2018- June 30, 2019	Daily round trip rate per vehicle traveling to/from one Cambridge pickup location to/from Norfolk Agricultural School: $_____	x	180 days	=	
					+
July 1, 2018- June 30, 2019	Extra cost (flat daily round trip rate) **per additional Cambridge pickup/drop-off locations, if requested:** $_____	x	180 days	=	
					+
July 1, 2018- June 30, 2019	Hourly Rate per Monitor, if requested: $_____	x	300 hours	=	
					=
July 1, 2018- June 30, 2019			**Total Price**		

Total Bid Price in words:_____

Option Year Two

Signature: _____

Name of Bidder:_____

Quality Requirements

A "NO" response, 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 1-9.

1. Bidder has a minimum of three (3) years providing transportation services of a similar size and scope to the services described in this bid. **YES** **NO**

2. Bidder agrees that none of the drivers for this contract have been convicted of driving under the influence within the last 5 years. **YES** **NO**

3. Bidder agrees to ensure that all drivers (including any new drivers for the duration of the contract) have had a CORI/SORI check performed with satisfactory results prior to transporting Cambridge students and that their required licenses and certificates remain current. **YES** **NO**

4. Bidder agrees that all monitors (including any new monitors for the duration of the contract) will have a CORI/SORI check performed by CPS with satisfactory results prior to riding with Cambridge students. **YES** **NO**

5. Bidder agrees to submit an equipment list in the format of the sample Equipment Description Form attached hereto to the Transportation Manager annually. Bidder also agrees to submit with the Equipment Description Forms proof of current registrations and inspections and to keep current all forms and documentation for each vehicle in utilization throughout the contract term. **YES** **NO**

6. Bidder agrees that fully functional, properly maintained, clean, and ample equipment with provisions to have spare (backup) vehicles and experienced substitute drivers will be provided to promptly cover emergencies. **YES** **NO**

7. The submitted bid is without conditions, exceptions or modifications to this bid document. **YES** **NO**

Name of Bidder:_____

Bid Submission Requirements

1. Bidder shall submit a completed Price Proposal for each year (including optional years two and three) of the contract and a statement of the grand total bid for the initial contract term.
2. Bidder shall submit a letter designating a specific individual who will act as the primary point of contact with CPS, including a telephone number, e-mail address, and mailing address.
3. Bidder shall submit references from at least three current accounts of similar scope and size, complete with contact names and telephone numbers. CPS reserves the right to use itself as a reference.
4. Bidder shall submit a comprehensive list of all cities or towns to whom they have provided transportation services during the last three (3) years. The list must include the contact name for the city/town, title, address, and telephone number.
5. Bidder shall submit a *Company Resume*, which will contain information relative to the organization of the bidder's transportation business including date of incorporation, organization, headquarters, field offices, size of work force, management structure, employee system, benefits, training programs, and union information.
6. Bidder shall list under organization all related transportation service corporations including parent, subsidiary, or others in which principals or senior officials in the bidding corporation have been officers for the past five (5) years.
7. Bidder shall submit the addresses of all bus yards to be used for CPS transportation services.

Name of Bidder:_____

EQUIPMENT DESCRIPTION FORM
(SAMPLE)

This form must be completed and submitted by the Contractor annually. The equipment described herein must comply with all Equipment Specifications.

Initial Equipment Description List

Year of Manufacture: _____ Make of Vehicle: _____

Model of Vehicle: _____ VIN: _____

Vehicle #: _____ License Plate #: _____

Present Condition: _____ Present Mileage: _____

Miles Per Gallon: _____ Seating Capacity: _____

Year of Manufacture: _____ Make of Vehicle: _____

Model of Vehicle: _____ VIN: _____

Vehicle #: _____ License Plate #: _____

Present Condition: _____ Present Mileage: _____

Miles Per Gallon: _____ Seating Capacity: _____

Year of Manufacture: _____ Make of Vehicle: _____

Model of Vehicle: _____ VIN: _____

Vehicle #: _____ License Plate #: _____

Present Condition: _____ Present Mileage: _____

Miles Per Gallon: _____ Seating Capacity: _____

Duplicate This Form As Needed

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: _____

_____
(Print Name of person signing bid)

_____
(Signature & Title)

This form must be submitted with your bid

Name of Bidder:_____

WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. ☐ Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following:

3. ☐ Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

Name of Bidder:_____

4. ☐ Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

_____ _____

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

Signature

_____

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

Name of Bidder:_____

CORI COMPLIANCE FORM

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

CERTIFICATION

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

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____

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

Signature

_____

(Name of Business)

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

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

This form must be submitted with your bid

Name of Bidder:_____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

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

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;

Name of Bidder:_____

(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 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

Name of Bidder:_____

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

Name of Bidder:_____

ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

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

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the

City of Cambridge be amended as follows:

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.

Name of Bidder:_____

(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, but does not include a Covered Building Services Employer.

(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, other than a Covered Building Service Employee, 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.

Name of Bidder:_____

(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.

(j) "Covered Building Service Employee" means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) "Building Services" or "Building Service Work" means work performed in connection with the cleaning of buildings and security guard services.

(l) "Covered Building Service Contract" means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) "Covered Building Service Contractor" or "Covered Building Service Employer" means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) "Standard Compensation" has the meaning stated in Section 2.121.040.

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.

Name of Bidder:_____

2.121.040 "Standard Compensation"

(a) Applicability. Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) Standard Compensation shall include the standard hourly rate of pay for the relevant classification.

(c) Amount. (i)The "Standard Hourly Rate of Pay" for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii)The "Standard Hourly Rate of Pay for security guards" shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

Name of Bidder:_____

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) "Standard Benefits" for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) "Standard Benefits for security guards" shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, "benefits" shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the

Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of

Name of Bidder:_____

wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 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. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(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.

Name of Bidder:_____

(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.

Name of Bidder:_____

2.121.060 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.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.
Covered employers and Covered Building Service 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 and notice of the Standard Compensation 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, or a Covered Building Service Contract, the contract must include the following:

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

Name of Bidder:_____

(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 or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees and Covered Building Service 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.

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll

Name of Bidder:_____

records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor , the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City be the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080Community 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.

Name of Bidder:_____

(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) (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.

2.121.090 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.** Anemployee 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.

Name of Bidder:_____

(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.

2.121.100 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.

2.121.110 Effective Date.

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

In City Council December 21, 2015.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

Name of Bidder:_____

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

Name of Bidder:_____

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.

Name of Bidder:_____

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

For calendar year 2014 the CPI-U increased by 1.61% Therefore the new living wage, as of March 1, 2015 is $14.95.

For calendar year 2015 the CPI-U increased by .06% Therefore the new living wage, as of March 1, 2016 is $15.04.

Name of Bidder:_____

City of Cambridge

Articles of Agreement
SAMPLE

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 _____, a _____ duly organized and existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone: ,Fax: ,E-mail:

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

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

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

Contract Value:

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

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

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

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

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

Name of Bidder:_____

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

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **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.

The City:

Richard C. Rossi
City Manager

Amy L. Witts
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

The Contractor:

Signature and Title

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: City of Cambridge

Contract Number: 7373 **City/Town:** CAMBRIDGE

Description of Work: Provision of transportation services for 1-4 high school aged student of the City of Cambridge who attend school at Norfolk County Agricultural High School at 400 Main St., Walpole, MA

Job Location: Cambridge / Walpole

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 Department of Labor Standards, Division of Apprentice Standards (DLS/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. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency 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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
School Bus						
Athletic/ Field Trips/ Extra-Curricular	09/01/2015	$16.58	$-	$0.00	$0.00	$16.58
SCHOOL BUS - 25/EASTERN-8751/FIRST STUDENT	09/01/2016	$16.68	$-	$0.00	$0.00	$16.68
School Bus Driver	09/01/2015	$24.50	$-	$0.00	$0.00	$24.50
SCHOOL BUS - 25/EASTERN-8751/FIRST STUDENT	09/01/2016	$24.75	$-	$0.00	$0.00	$24.75

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)
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.

NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL

2016-2017 School Calendar

ATTACHMENT A

2016	August	-	29	- Teacher Orientation; NO CLASSES
			30	- Teacher Workshop; NO CLASSES
			31	- **CLASSES BEGIN FOR ALL STUDENTS**
	September	-	2	- NO SCHOOL
			5	- Labor Day – NO SCHOOL
			6	- Classes Resume
			13	- Short Day Schedule - 1:16 Dismissal – Teacher Meeting
	October	-	2	- Open House: 1:00 p.m. – 4:00 p.m.
			4	- Short Day Schedule – 1:16 p.m. Dismissal – Teacher Meeting
			10	- Columbus Day; NO SCHOOL
			20	- Parent Conferences; 1:00 - 3:00; 6:30 - 8:30 p.m. Short Day Schedule - Students Dismissed at 12:02 p.m.
	November	-	1	- Short Day Schedule – 1:16 p.m. Dismissal – Teacher Meeting
			11	- Veteran's Day; NO SCHOOL
			23	- Short Day Schedule – 10:58 dismissal a.m. (No lunch served) (Periods 1, 2,7 and 8 only)
			24 & 25	- Thanksgiving Recess - No School
			28	- Class Resume
	December	-	6	- Short Day Schedule – 1:16 p.m. Dismissal – Teacher Meeting
			23	- Short Day Schedule – 12:02 p.m. Dismissal
			26	- Holiday Recess Begins
2017	January	-	2	- New Year's Day Observed - NO SCHOOL
			3	- Classes Resume
			10	- Short Day Schedule - 1:16 p.m. Dismissal - Teacher Meeting
			16	- Martin Luther King Day; NO SCHOOL
	February	-	7	- Short Day Schedule – 1:16 p.m. Dismissal – Teacher Meeting
			20	- Winter Recess begins
			27	- Classes Resume
	March	-	7	- Short Day Schedule – 1:16 Dismissal – Teacher Meeting
			9	- Parent Conferences; 1:00 - 2:30; 6:30 - 8:00 p.m. Short Day Schedule - Students Dismissed at 12:02 p.m.
			21,22,23	- ELA MCAS
	April	-	4	- Short Day Schedule – 1:16 p.m. Dismissal – Teacher Meeting
			14	- Good Friday; NO SCHOOL (*possible makeup day)*
			17	- Spring Recess begins
			24	- Classes Resume
	May	-	2	- Short Day Schedule, 12:02 p.m. Dismissal – Teacher Meeting
			16,17	- MATH MCAS
			29	- Memorial Day; NO SCHOOL
	June	-	1	- Commencement - 6:00 p.m.
			5,6	- MCAS – Biology/STE
			13	- Tentative Last Day of School

Subject to revision due to school cancellations

*MCAS Dates Subject to Change by Massachusetts DESE

Norfolk County Agricultural High School
MASTER BELL SCHEDULE
Regular Day Schedule

Release Bell	7:48 AM (Release from cafeteria and gym)
First period begins	7:54 AM (Tardy to school)
Period 1	7:54 AM 8:43 AM
Period 2	8:43 AM – 9:28 AM
Period 3	9:28 AM – 10:13 AM

Freshmen		Sophomore		Junior		Senior	
Period 4	10:13-10:58	**LUNCH**	**10:13-10:35**	Period 4	10:13-10:58	Period 4	10:13-10:58
Period 5	10:58-11:43	Period 4	10:35-11:20	Period 5	10:58-11:43	**LUNCH**	**10:58-11:20**
LUNCH	**11:43-12:05**	Period 5	11:20-12:05	Period 6	11:43-12:28	Period 5	11:20-12:05
Period 6	12:05-12:50	Period 6	12:05-12:50	**LUNCH**	**12:28-12:50**	Period 6	12:05-12:50

Period 7	12:50 PM – 1:35 PM
Period 8	1:35 PM – 2:20 PM
Buses Depart	2:28 PM

Basic Features:
42 Minute Periods
(Period 1 – 49 Minutes)
Lunch – 22 Minutes
Allowed Passing Time – 3 Minutes

Norfolk County Agricultural High School
MASTER BELL SCHEDULE
Short Day Schedule

Release Bell	7:48 AM (Release from cafeteria and gym)
First period begins	7:54 AM (Tardy to school)
Period 1	7:54 AM – 8:35 AM
Period 2	8:35 AM – 9:12 AM
Period 3	9:12 AM – 9:49 AM

Freshmen		Sophomore		Junior		Senior	
Period 4	9:49-10:26	**LUNCH**	**9:49-10:11**	Period 4	9:49-10:26	Period 4	9:49-10:26
Period 5	10:26-11:03	Period 4	10:11-10:48	Period 5	10:26-11:03	**LUNCH**	**10:26-10:48**
LUNCH	**11:03-11:25**	Period 5	10:48-11:25	Period 6	11:03-11:40	Period 5	10:48-11:25
Period 6	11:25-12:02	Period 6	11:25-12:02	**LUNCH**	**11:40-12:02**	Period 6	11:25-12:02

Period 7	12:02 PM – 12:39 PM
Period 8	12:39 – 1:16 PM
Buses Depart	1:24 PM

Basic Features:
37 Minute Periods
(Period 1 – 41 Minutes)
Lunch – 22 Minutes
Allowed Passing Time – 3 Minutes

Norfolk County Agricultural High School
MASTER BELL SCHEDULE
Short Day X Block Schedule

Release Bell	7:48 AM (Release from cafeteria and gym)
First period begins	7:54 AM (Tardy to school)
Period 1	7:54 AM – 8:35 AM
Period 2	8:35 AM – 9:12 AM
X Block	9:12 AM – 10:12 AM
Period 3	10:12 AM – 10:49 AM

Freshmen		Sophomore		Junior		Senior	
Period 4A	10:49-11:27	**LUNCH**	**10:49-11:12**	Period 4A	10:49-11:27	Period 4A	10:49-11:27
Period 5A	11:27-12:05	Period 4B	11:12-11:50	Period 5A	11:27-12:05	**LUNCH**	**11:27-11:50**
LUNCH	**12:05-12:28**	Period 5B	11:5012:28	Period 6A	12:05-12:43	Period 5B	11:50-12:28
Period 6B	12:28-1:06	Period 6B	12:28-1:06	**LUNCH**	**12:43-1:06**	Period 6B	12:28-1:06

Period 7	1:06 PM – 1:43 PM
Period 8	1:43 – 2:20 PM
Buses Depart	2:28 PM

Basic Features:
37/38 Minute Periods
(Period 1 – 41 Minutes)
Lunch – 23 Minutes
Allowed Passing Time – 3 Minutes

IMPORTANT NUMBERS AND CONTACTS

School Address: Norfolk County Agricultural High School
400 Main Street
Walpole, MA 02081

Phone: (508) 668-0268 FAX: (508) 668-0612 or (508) 668-3219

Attendance Hot-Line: Extension 11152

Web Address: www.norfolkaggie.org

Important Extensions

Superintendent-Director's Office	Extension 11207
Principal's Office	Extension 12102
Assistant Principal - Academics	Extension 15119
Assistant Principal - Vocational	Extension 19128
Dean of Students/Athletic Director	Extension 13124
Business Office	Extension 11211
Student Services • Guidance • Special Education	Extension 12207
Admissions Office	Extension 11151
Library/Media Center	Extension 14209
Cafeteria	Extension 14116
Nurse's Office	Extension 12106