

<b>INVITATION FOR BID</b>	<b>*There will be a Mandatory Pre-bid Conference on Thursday, September 15, 2016 @ 11:00 AM</b> <b>*All bids must be submitted with a commitment letter by a surety securing a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts.</b> <b>*The successful bidder will be required to submit a 50% performance bond.</b>
<b>FILE NO: 7380</b>	
<b>COMMODITY: Janitorial Services for the Water Department</b>	
<b>NAME OF BIDDER:</b>	
<b>BIDDER'S FED. ID.</b>	

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 15, 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 8, 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](http://www.CambridgeMA.gov), Online Services, Purchasing Bid List, Invitation for Bid, File No. 7380.

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

The envelope containing the bid must be labeled: "This envelope contains a bid for **Janitorial Services for the Water Department opened at 11:00 A.M. on Thursday, September 22, 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.

**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: \_\_\_\_\_

## **Notice to Bidders**

Recently the Cambridge City Council passed amendments to the City's Living Wage Ordinance. **Bidders must abide by this ordinance and should review the entire ordinance with revisions which is included herein** but should pay particular attention to the following provisions that are applicable to this contract:

### **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;

(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.

(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.

(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

**Name of Bidder:** \_\_\_\_\_

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 than 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.

**(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 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 by 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.

**End of Notice to bidders.**

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

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

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

**The contractor must be able to begin work on October 24, 2016 or as otherwise determined by the City.**

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

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

#### **Mandatory -Pre-bid Conference Meeting**

**There will be a Mandatory Pre-bid Conference on Thursday, September 15, 2016, 2016 @ 11:00 A.M. located at the Cambridge Water Department, 250 Fresh Pond Parkway, Cambridge, MA. All prospective bidders are required to be present at the Mandatory Pre-bid conference meeting, attendance at which will be recorded by a sign –in sheet. Only those companies recorded as attending the pre-bid conference will be eligible to bid. A tour of the building will take place following the pre-bid conference. Failure to complete the tour of the building will subject your firm's bid to rejection.**

#### **Performance Bond Requirement**

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

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

#### **Wage Requirements**

**The equivalent of Prevailing Wage Rates must be paid in the manner prescribed by the attached Living Wage Ordinance. The current prevailing wage rates for this type of work are attached. Please also refer to the Living Wage Ordinance attached herein for other wage requirements and the "Notice to Bidders" included herein regarding recent amendments to the City's Living Wage Ordinance.**

#### **Questions**

**Questions for this Invitation for Bid must be submitted in writing and either emailed to: [purchasing@cambridgema.gov](mailto:purchasing@cambridgema.gov) or delivered to the Office of the Purchasing Agent, Amy L. Witts, City Hall, 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 by **4:00PM on Thursday September 16, 2016.****

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

**Name of Bidder: \_\_\_\_\_**

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

**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.**

**Bid Results**

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

**Confidentiality and Public Records Law**

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

**Insurance Requirements**

**Worker's Compensation.**

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

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

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

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

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

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

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

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

Owner's Protective Liability	
Each Occurrence	\$500,000
Aggregate	\$1 Million
Commercial Liability	
General Aggregate	\$1 Million
Products Completed Operations	
Aggregate	\$500,000

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Personal Injury and Advertising Limit		\$500,000
Each Occurrence		\$500,000
<i>Automotive-for all owned, non-owned, hired and leased vehicles</i>		
Combined single limit		\$500,000
or		
Bodily injury- each person		\$100,000
each accident		\$500,000
Property damage-each occurrence		\$500,000
<i>Umbrella</i>		
Combined single limit		\$500,000
General aggregate		\$500,000
<i>Worker's Compensation</i>		
Coverage A	Statutory	
Coverage B	Each Accident	\$100,000
	Disease-Policy limit	\$500,000
	Disease-Each Employee	\$100,000

**Excess Liability Insurance.**

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

**Amendment of Insurance Requirements.**

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

**Occurrence Basis**

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

**Certificates of Insurance.**

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

**Endorsements**

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

**Property Insurance**

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

by Article 5, at no additional cost to the City, whether or not the Contractor procures property insurance with respect to such Work as hereinabove provided.

### **General Conditions, Cleaning Standards and schedule of Cleaning**

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

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

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

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

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

### **General Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Materials And Supplies** The City shall provide paper products, hand soaps, plastic trash can liners, feminine products and dispensers for those products. All other materials and supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor, and shall be Environmentally Preferable. Environmentally Preferable cleaning product lines must meet the

**Name of Bidder:** \_\_\_\_\_

following criteria: the chemicals contain no carcinogens, ozone-depleting substances, formulations with excess phosphate concentrations and volatile organic compounds. For more information regarding Environmentally Preferable products contact: [www.state.ma.us/osd/enviro/products/cleaning.htm](http://www.state.ma.us/osd/enviro/products/cleaning.htm).

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

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

1. Daily Business Days (Mon. through Fri.) between 4pm and 11pm. The Site Supervisor shall start at 4:00 pm and all other staff to start at 5:00 pm.
2. Weekend (Saturday and Sunday) The building can be made available between 6:00 a.m. and 11:00 p.m. for any as needed work that is requested of the contractor.
3. Weekend Public Restrooms are required to be cleaned 365 days a year (after 5pm during winter months-after 7pm during spring- fall months)

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

*During the City's observed holidays, coverage is needed for the public restrooms only.*

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

It should be noted that the total number of hours allowed under this contract is a not to exceed estimate. Therefore contractors shall only bill for the hours they used to complete the mandatory cleaning requirements set within this bid. The monthly invoice shall contain line items specifying the number of employees working, as well as the number of hours each employee worked, **for each day of the month**. These total hours shall not exceed the estimated number of hours set forth in the price proposal for locations one and two.

Occasionally "as needed" services will arise outside of the mandatory cleaning requirements specified within this bid. These services will only be billable if they were requested by the Facilities Maintenance Manager, or designee. These requested hours shall be invoiced separately and special attention will be called to the fact that these hours were requested as such. These invoices shall also contain line items specifying the number of employees working, as well as the number of hours each employee worked, **for each day of the month** these services were requested.

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

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

**Cleaning Standards**

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

**Name of Bidder:** \_\_\_\_\_

cleaning performance of the contractor during inspection(s).

### **Shop Areas/Vehicle Maintenance Area**

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

### **Entrances**

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

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

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

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

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

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

### **Restrooms**

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

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

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

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

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

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

**Name of Bidder:** \_\_\_\_\_

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

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

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

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

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

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

#### **Offices/Conference Rooms/ Dispensaries/ Cafateria & Snack Areas**

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

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

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

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

#### **Windows Sills and Other Glass Surfaces**

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

#### **Miscellaneous Locations**

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

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

#### **Janitor Closet And Storeroom**

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

Janitor Carts - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized neatly.  
Walls – Same as Walls and Doors above, except that cleaning doors is not necessary.

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

Floors – Same as Floors above.

### **Schedule of Cleaning**

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

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

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

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

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

#### **Entry Ways/Interior**

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

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

#### **Restrooms/Lockers**

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

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

#### **Entry Ways/Exterior (3 entrances)**

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

Remove all trash to appropriate containers  
Remove all accumulated debris

#### **Restrooms/Lockers, continued**

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

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

**Office/Conference Rooms**

Empty waste containers  
Replace can liners as needed  
Dust all furniture  
  
Dust equipment (Excluding computers)  
  
Dust accessible window ledges  
Dust desk horizontal surfaces  
Dust and/or damp wipe vacant desks/tables  
  
Spot clean interior doors  
Spot clean interior partitions  
Damp wipe drinking fountains  
Remove stains from carpet as they occur  
Vacuum carpet  
Spot clean walls

**Cafeteria/Snack Areas**

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

**Janitorial Service Room**

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

**Recycling Bins And Paper Shredders**

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

**Laboratory**

Empty waste containers  
Damp wipe waste containers  
Replace waste container liners  
  
Damp mop all floors  
  
Damp wipe ledges  
Spot clean all doors  
Spot clean all interior glass under 8 feet  
  
Spot clean ceramic tile walls  
Clean and disinfect sinks  
Re-fill soap and towel dispensers

**2. Once a week mandatory cleaning requirements**

**Entry Ways/Interior/Lobby**

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

**Restrooms/Shower Stalls/Locker Rooms**

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

**Offices**

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

**Laboratory**

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

**Cafeteria/Snack Area**

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

**Custodial/Service Room**

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

**3. Once a month mandatory cleaning requirements**

**Maintenance Garage And Shop Area**

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

**Main Process Area And Pipe/Equipment Galleries**

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

**Residuals Facility**

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

**Offices/Conference Rooms/Library**

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

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

**Cafeteria/Snack Area**

Strip and wax vinyl floor, weekend work

**Restrooms**

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

**Office/Conference Rooms/ Hallways**

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

**Off-Site Gatehouses Payson Park**

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

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

**Entry Ways/Cafeteria/Snack Areas**

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

**Offices/Conference Rooms**

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

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

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

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

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

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

**Quality Requirements**

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

**Circle yes or no for each of the following Quality Requirements (1-4)**

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

**Yes                      No**
2. Bidder has provided three years of cleaning and janitorial services to at least three secure Municipal, State or Federal facilities each with an annual contract value of \$80,000.00 or over.  

**Yes                      No**
3. The bidder has submitted with their bid a commitment letter from a Surety confirming bidder's ability to secure a 50% Performance Bond, The surety is authorized to do business under the laws of the Commonwealth of Massachusetts.  

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

**Yes                      No**

**This form must be submitted with your bid**

**Name of Bidder:** \_\_\_\_\_

**Bid Submission Requirements**

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

**Bidders must provide references, including telephone numbers and contact names from at least three secure Municipal, State or Federal facilities. Each reference must be a secure Municipal, State or Federal facility similar for whom the annual contact value is \$80,000 or greater, The bidder has been providing Janitorial Services to each reference for a minimum of three years or more. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting less than excellent past performance by the contractor and/or that the experience does not meet the Quality Requirements.**

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Municipal State or Federal Name	Contact Name	Phone	email
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Municipal State or Federal Name	Contact Name	Phone	email
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Municipal State or Federal Name	Contact Name	Phone	email
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**Has your present organization ever defaulted on a contract? If so, state where, when, and why.**

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

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**Who will be the Bidder's area manager? State such person's qualifications.**

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

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**Name of Bidder:** \_\_\_\_\_

**Price Proposal Section**

**Prevailing Wage Rates for Janitorial Services (Cleaning)**

Cleaner, Janitor, Porter >29 Hrs/Wk.  
*SEIU 615 JANITORIAL METRO BOSTON*  
07/01/2016 \$17.85 \$5.80 \$0.50 \$0.00 \$24.15

Cleaner, Janitor, Porter 29 Hrs. or less/Wk  
*SEIU 615 JANITORIAL METRO BOSTON*  
07/01/2016 \$17.85 \$5.80 \$0.50 \$0.00 \$24.15

**Rule for Award:**

A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one for all locations. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years

**Bidders MUST submit pricing for each location or their bid shall be rejected**

“Number of work hours” referenced below refers to the number of man hours required at each location.  
“Cleaning hours” refers to the timeframe in which the work must be completed at each location.

**Instructions:** Bidders shall submit their hourly rate bid for each location then multiply it by the number of specified hours per year at each location for a total year bid amount for each location for each year of this contract. Please note that all hours are ESTIMATES and may need to be adjusted or changed during the course of the contract.

**Bidders MUST submit the Pricing Worksheet for each year including the optional years**  
**The Pricing worksheets are found on pages 23-25.**

***Please fill out and return the Itemized Price Proposal Sheets found on pages 20-22. All of these pricing sheets must be completed in full and submitted with your bid or your bid will be rejected.***

Name of Bidder: \_\_\_\_\_

**Itemized Price Proposal Sheet**

**Year One**

**Location A -Cambridge Water Department-250 Fresh Pond Parkway, Cambridge, MA 02138**

Total Square Footage – 130,000 square feet

Treatment Facility Plant

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	95,000	25 hours per day (weekdays) 125 hours per week 6500 hours per year	M-F: 4pm-11pm Supervisor start at 4pm. Other staff start at 5pm.

Vehicle Storage Building

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
1	35,000	4 hours per weekend  208 hours per year	Sat/Sun. 5pm-7pm (winter) Sat/Sun. 7pm-9pm (spring through fall)

\$ \_\_\_\_\_ hourly rate X  
6708 hours per year =

**Location A Total Year One Bid Amount**      \$ \_\_\_\_\_

**Location B - Payson Park Gatehouses, 221 Payson Road, Belmont, MA 02478**

Total Square Footage – 3,600 square feet

Main Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
1	1200	32 hours per year	Biannually

North Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	1200	32 hours per year	Biannually

South Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	1200	32 hours per year	Biannually

\$ \_\_\_\_\_ hourly rate X  
96 hours per year =

**Location B Total Year One Bid Amount**      \$ \_\_\_\_\_

**AS NEEDED CLEANING**      \$ \_\_\_\_\_ hourly rate X  
200 hours per year =

**Total As Need Cleaning Year One Bid Amount**      \$ \_\_\_\_\_

**Location A Total + Location B Total + As Needed Cleaning Total =**

**TOTAL YEAR ONE PRICE SUBMITTED**      \$ \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**Itemized Price Proposal Sheet**

**Option Year One**

**Location A -Cambridge Water Department-250 Fresh Pond Parkway, Cambridge, MA 02138**

Total Square Footage – 130,000 square feet

Treatment Facility Plant

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	95,000	25 hours per day 125 hours per week 6500 hours per year	M-F: 4pm-11pm Supervisor to start at 4pm. Other staff start at 5pm.

Vehicle Storage Building

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
1	35,000	4 hours per weekend  208 hours per year	Sat/Sun. 5pm-7pm (winter) 7pm-9pm (spring through fall)

\$ \_\_\_\_\_ hourly rate X  
6708 hours per year =

**Location A Total Option Year One Bid Amount**     \$ \_\_\_\_\_

**Location B - Payson Park Gatehouses, 221 Payson Road, Belmont, MA 02478**

Total Square Footage – 3,600 square feet

Main Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
1	1200	32 hours per year	Biannually

North Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	1200	32 hours per year	Biannually

South Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	1200	32 hours per year	Biannually

\$ \_\_\_\_\_ hourly rate X  
96 hours per year =

**Location B Total Option Year One Bid Amount**     \$ \_\_\_\_\_

AS NEEDED CLEANING     \$ \_\_\_\_\_ hourly rate X  
200 hours per year =

**Total As Needed Cleaning Option Year One Bid Amount**     \$ \_\_\_\_\_

***Location A Total + Location B Total + As Needed Cleaning Total =***

**TOTAL OPTION YEAR ONE PRICE SUBMITTED**     \$ \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**Itemized Price Proposal Sheet**

**Option Year Two**

**Location A -Cambridge Water Department-250 Fresh Pond Parkway, Cambridge, MA 02138**

Total Square Footage – 130,000 square feet

Treatment Facility Plant

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	95,000	25 hours per day 125 hours per week 6500 hours per year	M-F: 4pm-11pm Supervisor starts at 4pm Other staff start at 5pm.

Vehicle Storage Building

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
1	35,000	4 hours per weekends  208 hours per year	Sat/Sun. 4pm-6pm

\$ \_\_\_\_\_ hourly rate X  
6708 hours per year =

**Location A Total Option Year Two Bid Amount**     \$ \_\_\_\_\_

**Location B - Payson Park Gatehouses, 221 Payson Road, Belmont, MA 02478**

Total Square Footage – 3,600 square feet

Main Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
1	1200	32 hours per year	Biannually

North Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	1200	32 hours per year	Biannually

South Gatehouse

<u>Number of Floors</u>	<u>Square Footage</u>	<u>Number of work hours</u>	<u>Cleaning hours</u>
2	1200	32 hours per year	Biannually

\$ \_\_\_\_\_ hourly rate X  
96 hours per year =

**Location B Total Option Year Two Bid Amount**     \$ \_\_\_\_\_

AS NEEDED CLEANING     \$ \_\_\_\_\_ hourly rate X  
200 hours per year =

**Total As Needed Cleaning Option Year Two Bid Amount**     \$ \_\_\_\_\_

***Location A Total + Location B Total + As Needed Cleaning Total =***

**TOTAL OPTION YEAR TWO PRICE SUBMITTED**     \$ \_\_\_\_\_

**Pricing Worksheet Year One**

Please provide the following breakdown of the hourly rate that is part of your price proposal form. Please submit a pricing worksheet for each year and option year if the hourly rate bid for

Description	Details		Total Charges
Hourly Wage Rate		No less than Prevailing Wage Rate	\$ _____
Hourly Benefits Rate		No less than Prevailing Wage Benefit Rate	\$ _____
Paid Leave Required Under Law			\$ _____
Payroll Taxes			\$ _____
Insurance as required by law (Worker's Comp, etc.)			\$ _____
Contractor charge for startup costs			\$ _____
Contractor charge for supplies and ongoing operating costs			\$ _____
Contractor management fee			\$ _____
Other: Please describe			\$ _____
<b>ANNUAL CONTRACT CHARGE</b>			\$ _____

each year changes.

**Pricing Worksheet Option Year One**

Description	Details		Total Charges
Hourly Wage Rate		No less than Prevailing Wage Rate	\$ _____
Hourly Benefits Rate		No less than Prevailing Wage Benefit Rate	\$ _____
Paid Leave Required Under Law			\$ _____
Payroll Taxes			\$ _____
Insurance as required by law (Worker's Comp, etc.)			\$ _____
Contractor charge for startup costs			\$ _____
Contractor charge for supplies and ongoing operating costs			\$ _____
Contractor management fee			\$ _____
Other: Please describe			\$ _____
<b>ANNUAL CONTRACT CHARGE</b>			\$ _____

**Pricing Worksheet Option Year Two**

Description	Details		Total Charges
Hourly Wage Rate		No less than Prevailing Wage Rate	\$ _____
Hourly Benefits Rate		No less than Prevailing Wage Benefit Rate	\$ _____
Paid Leave Required Under Law			\$ _____
Payroll Taxes			\$ _____
Insurance as required by law (Worker's Comp, etc.)			\$ _____
Contractor charge for startup costs			\$ _____
Contractor charge for supplies and ongoing operating costs			\$ _____
Contractor management fee			\$ _____
Other: Please describe			\$ _____
<b>ANNUAL CONTRACT CHARGE</b>			\$ _____

Name of Bidder: \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
(Print Name of person signing bid)

\_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**This form must be submitted with your bid**

**Name of Bidder:** \_\_\_\_\_

### CORI COMPLIANCE FORM

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

### CERTIFICATION

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**

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

**Instructions for Completing CORI Compliance Form:**

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

**This form must be submitted with your bid**

Name of Bidder: \_\_\_\_\_

**ORDINANCE NUMBER 1312**

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

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”**

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

Adding after Section 2.112.050 the following new sections:

**SECTION 2.112.060**

**CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

**Sections:**

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

**2.112.061 Purpose**

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

**2.112.062 Definitions**

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

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

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

**2.112.063 CORI-Related Standards of the City of Cambridge**

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

**2.112.064 Waiver**

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

**2.112.065 Applicability**

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

In City Council January 28, 2008.

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

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

**City of Cambridge CORI Policy**

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

- (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

## 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: \_\_\_\_\_

**City of Cambridge  
Articles of Agreement**

**Commodity:**  
**File Number:**

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

**Address:**  
**Telephone: Fax: Atten.:**  
**Email:**

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

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on **xx/xx/xxxx** and ending on **xx/xx/xxxx**.

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

**Contract Value:**

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

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

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

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

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

**Name of Bidder:** \_\_\_\_\_

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

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **50%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

**The City:**

**The Contractor:**

\_\_\_\_\_  
**Richard C. Rossi**  
**City Manager**

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Amy L. Witts**  
**Purchasing Agent**

**Approved as to Form:**

\_\_\_\_\_  
**Nancy E. Glowa**  
**City Solicitor**

**Name of Bidder:** \_\_\_\_\_