

<b>INVITATION FOR BID</b>	<p><b>Mandatory Pre-bid conference on Monday, November 14, 2016 @ 3:00 PM held at the Robert W. Healy Public Safety Facility, 125 Sixth Street, Cambridge</b></p> <p><b>All bids must be accompanied with a commitment letter from a surety confirming bidders ability to secure a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts. The successful bidder will be required to submit a 50% performance bond.</b></p>
<b>FILE NO 7414</b>	
<b>COMMODITY: Janitorial Services for the Robert W. Healy Public Safety Facility</b>	
<b>NAME OF BIDDER:</b>	
<b>BIDDER'S FED. ID.</b>	

TO: Amy L. Witts, Purchasing Agent  
795 Massachusetts Avenue, Room 303  
Cambridge, MA 02139

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

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **Cambridge Chronicle on Thursday, November 10, 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 Monday, November 28, 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 Invitation for 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. 7414.

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 Robert W. Healy Public Safety Facility opened at 11:00 A.M. on Monday, November 28, 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. The General Terms and Conditions and all specifications herein 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: \_\_\_\_\_

Email Address: \_\_\_\_\_

**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.

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

(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 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.**

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

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

The undersigned hereby proposes to furnish all equipment, labor and materials required for **Janitorial Services for the Robert W. Healy Public Safety Facility located at 125 Sixth Street**, all in accordance with the attached specifications.

The contract shall commence on the date of execution of the contract by the City of Cambridge and shall be for one year. The contract may be renewed for option year one and option year two at the sole discretion of the City. One award will be made to the responsive and responsible bidder offering the lowest total bid for year one. The City will determine whether to exercise its option to renew option year one and option year two depending on the performance of the contractor and the price for the option years. Prices must remain FIRM during the entire contract period.

**The contractor must be able to begin work on January 16, 2017 or soon thereafter as determined by the City.**

**A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms and 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 Monday, November 14, 2016 @3:00 P.M. located at the Robert W. Healy Public Safety Building, 125 Sixth Street Cambridge, Ma 02142. 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. Failure to include the commitment letter with your bid will result in a rejection of the bid.**

**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.**

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

**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 Wednesday, November 16, 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 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 for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Laws.

**Insurance Requirements**

**Worker’s Compensation.**

*(Reference: M.G.L. c.149 §34A). 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. 152 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:

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

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

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

*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 100,000 square feet of cleanable floor space and vertical/horizontal surface areas must be maintained in first-class condition. The Robert W. Healy Public Safety Building consists of five floors and is divided into two departments including the Police Department and Emergency Communications Center with several different functional areas: including, general office space, laboratories, restrooms, public areas, lunchroom, and fitness center , There are several different flooring finishes, including terrazzo, resilient sheet flooring, carpeting and seamless flooring systems. The facility is designed with corridors lined with marble and display cases..

*The cleanable sq. footage of each floor is 20,000 sq. ft. It contains a variety of VCT, Terrazzo, seamless floor which would require stripping, finishing and burnishing as well as area in offices with Carpet, common hallways containing Vinyl Tile and Strip Flooring, Terrazzo, Ceramic Tile, Seamless Epoxy, Rubber Flooring Stair Cover Non Skid, Resilient Sheet Flooring and Marble.*

### **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. All vacuum cleaners are required to have HEPA filtered and all cleaning products must be US Green Sealed cleaning products.

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

**Detailed Billing/ Invoice(s)** Contractor shall invoice to the Superintendent of Buildings at the Cambridge Public Works Department monthly for services rendered under the provisions of this contract. Invoicing after each month's service shall be no later than the 10th of the month following the work period. All invoices shall be sent to the Cambridge Police Department, 125 Sixth Street, Cambridge, MA 02142, attention Andrea Brown.

Extra work, supplies and or project cleaning shall be invoiced separately with time sheets. All extra work shall be authorized in advanced by the Cambridge Police Department Facility Manager.

**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. Police Department staff inspections will be based on the standards listed. Failure of the contractor to meet an acceptable performance level at any time during the contract period may result in the contractor being placed on probation or contract cancellation.

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

**Labor/Full-time** 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. All vacuum cleaners must utilize HEPA filtered.

**Security** The Contractor is to conduct a CORI, in compliance with the City of Cambridge Cori Policy and then certify to the Police Department that prospective employees pass the CORI review. The City of Cambridge Cori Policy is attached.

**In addition, the City through its Police Department reserves the right to conduct its own criminal history background screen pursuant to state and federal laws and regulations.**

All Contractor employees, prior to starting work, shall be required to sign in at the Cambridge Police Department front desk and obtain a Cambridge Police Department access card and a Company ID which must be visibly worn at all times while on premise. **They shall swipe their card at the beginning of the shift and at each entry point to gain access 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 by the on-site cleaning supervisor 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 Police Department Facility Manager.

To avoid the possibility of tracing lost keys to the premises, the Contractor shall not leave the premise with access cards or 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 Police 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. Contractor's supervisor to perform nightly inspections utilizing a checklist for all areas and must leave in log book for City Facility Manager to view next morning.

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

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

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

**Materials And Supplies** The City shall provide paper products, hand soaps, plastic trash can liners, feminine products and dispensers for those products. All other materials and supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor, and shall be Environmentally Preferable. Environmentally Preferable cleaning product lines must meet the following criteria: the chemicals contain no carcinogens, ozone-depleting substances, formulations with excess phosphate concentrations and volatile organic compounds. Proposed products must be submitted to the City for acceptance before utilization in the facility.

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

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

1. Daily Business Days (Mon. through Fri.) between 4 P.M. and 11 P.M.
2. Weekend (Saturday and Sunday) between 11:00 a.m. and 11:00 p.m.
3. Weekend Public Restrooms (after 4pm during winter months-after 6pm 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 Police Department or Emergency Communications 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. However, the daily cleaning requirements should be followed as a reference for weekend work as all restrooms, kitchen/break rooms and fitness center should be cleaned.

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

**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 will 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 Invitation for Bid.. These cleaning standards shall be used to assess the quality of cleaning performance of the contractor during inspection(s).

**Entrances**

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

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

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

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

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

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

**Restrooms**

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

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

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

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

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

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

Partitions - Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film. Any graffiti is required to be reported to the Police Facility Manager.

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

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.

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 will be wiped clean and 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.

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. Caution is to be taken to protect vents and components.

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/ Kitchen & Vending Areas**

Recycling Bins and Paper Shredders - These recycle bins and shredders are to be checked daily and emptied. . Note: Not all recycle bins and shredders are located in offices and copy rooms.

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.

**Fitness Center**

The Fitness Center shall be free of dust, dried-soil and soil without causing damage to the equipment. All equipment shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

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.

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.

**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 must remain clean and orderly.**

**This section left blank intentionally**

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**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 Police 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 performed.

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

**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

**Fitness Center**

Clean glass doors and all glass surface to 8' height  
Damp wipe metal surfaces  
Empty and damp wipe waste containers  
Remove all trash to appropriate containers  
Empty waste containers  
Damp clean mirrors, fixtures and fitness equipment  
Spot clean entry/exit doors  
Refill paper towel dispensers  
Dust mop floors  
Vacuum floors  
Damp mop floors

**Entry Ways/Exterior (2 entrances)**

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/Hallways**

Empty waste containers  
Replace can liners as needed  
Dust all furniture  
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

**Kitchen/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

**Janitorial Service Room**

Must be clean and orderly

**Recycling Bins And Paper Shredders**

Empty shredder machines and paper recycling into large recycle bins

**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  
Spray buff non-carpeted floors  
Clean and polish drinking fountains

**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 handles, push & kick plates, polish dry  
Damp wipe return air grills and door grills  
Damp wipe entry/exit doors

**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  
Damp wipe interior doors and door knobs  
Damp wipe shelves and top of workstation shelves

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

**Kitchen/Snack Area**

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

*Burnishing of entry ways, hallways (Burnishing is defined as spray buffing the floors)*

**Fitness Center**

Clean glass doors and all glass surface to 8' height  
Damp wipe metal surfaces  
Empty and damp wipe waste containers  
Remove all trash to appropriate containers  
Mop vinyl tile or concrete surfaces  
Empty waste containers  
Damp clean mirrors, fixtures and fitness equipment  
Spot clean walls  
Damp wipe/disinfect waste containers  
Spot clean entry/exit doors  
Spot clean push and kick plates, polish dry  
Refill paper towel dispensers  
Wet mop/disinfect floor  
Damp wipe/disinfect dispensers

**Custodial/Service Room**

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

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

**Offices/Conference Rooms/ /Office hallways**

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**

**Kitchen/Snack Area**

Strip and wax vinyl floor, weekend work

**Office/Conference Rooms/ Hallways**

Vacuum and dust all blinds  
Dust all up lighting fixtures  
Vacuum ceiling vents all carpet  
**Deep shampoo all carpets This procedure is to include the application of 3M Carpet Protector. This is weekend work.**

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

**Entry Ways/Kitchen/Snack Areas**

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

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

**Offices/Conference Rooms**

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

**Problems that must be brought To the Police Department Facility Manager or Designee's Attention:**

Safety hazards  
Light fixtures lenses broken, yellowing  
Ceiling tiles--broken, stained, dirty  
Plumbing leaks  
Loose or stained carpet  
Storage problems

**This section left blank intentionally**

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**Quality Requirements**

**A "No" response or a failure to respond to any of the following Quality Requirements will result in a rejection of your bid. Circle yes or no for each of the following Quality Requirements (1-5)**

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

**Yes                      No**
  
2. Bidder has three years of experience providing cleaning and janitorial services to at least three (3) secure municipal, state or federal facilities consisting of a minimum of 100,000 square feet of cleanable floor space,  

**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 and the surety issuing the commitment letter is authorized to do business in the Commonwealth of Massachusetts.  

**Yes                      No**
  
4. The bidder conducts CORI checks on all its employees and is in compliance with the City of Cambridge Cori policy included in the bid documents.  

**Yes                      No**
  
5. The bidder's Local Main Office must be located within a thirty five (35) mile radius of the Robert W. Healy Public Safety Facility, 125 Sixth Street Cambridge, Ma 02141.  

**Yes                      No**

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

**Bid Submission Requirements**

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

1. Bidders must provide references, including telephone numbers and contact names from at **least three secure, Municipal, State or Federal facilities**. Each reference must be a secure Municipal, State or Federal facility with a minimum of 100,000 square feet of cleanable floor space. 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 experience does not meet the Quality Requirements.

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

\_\_\_\_\_

\_\_\_\_\_

**Provide names of Environmentally Preferable cleaning products you will supply and use cleaning the Robert W. Healy Public Safety Facility.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Provide Staffing Plan for Janitorial Services at the Robert W. Healy Safety Facility.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Price Proposal Section

**Prevailing Wage Rates**

**Below are the rates for Janitorial (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. The City will renew year option year one and option year two depending on the performance of the contractor and the price for the subsequent option 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. “Cleaning hours” refers to the timeframe in which the work must be completed.

**Instructions:** Bidders shall submit their hourly rate bid for each location then multiply it by the number of specified hours per year for a total year bid amount 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 option year one and option year two. The Pricing worksheets are found on pages 23, 24 & 25.**

***Please fill out and return the Itemized Price Proposal Sheets found on pages 21 & 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***

**Year One**

**Location**

Robert W. Healy Public Safety Facility  
125 Sixth Street, Cambridge, MA 02141

**Square Footage**

100,000 sq; ft.

**Number of Work Hours**

32 hours per week

**Cleaning Hours**

Mon- Fri 4:30 pm- 9:30 pm and Sat-Sun 4:00 pm- 7:30 pm

\$ \_\_\_\_\_ hourly rate x \_\_\_\_\_ 1664 hours per year= \_\_\_\_\_  
52 weeks x 32 hours Total Year One bid amount

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

**TOTAL YEAR ONE IN WORDS:** \_\_\_\_\_

**Option Year One**

**Location**

Robert W. Healy Public Safety Facility  
125 Sixth Street, Cambridge, MA 02141

**Square Footage**

100,000 sq; ft.

**Number of Work Hours**

32 hours per week

**Cleaning Hours**

Mon- Fri 4:30 pm- 9:30 pm and Sat-Sun 4:00 pm- 7:30 pm

\$ \_\_\_\_\_ hourly rate x \_\_\_\_\_ 1664 hours per year= \_\_\_\_\_  
52 weeks x 32 hours Total Option Year

One bid amount

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

**TOTAL OPTION YEAR ONE IN WORDS:** \_\_\_\_\_

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

**Option Year Two**

**Location**

Robert W. Healy Public Safety Facility  
125 Sixth Street, Cambridge, MA 02141

**Square Footage**

100,000 sq; ft.

**Number of Work Hours**

32 hours per week

**Cleaning Hours**

Mon- Fri 4:30 pm- 9:30 pm and Sat-Sun 4:00 pm- 7:30 pm

\$ \_\_\_\_\_ hourly rate x \_\_\_\_\_ 1664 hours per year= \_\_\_\_\_  
52 weeks x 32 hours Total -Option Year Two bid

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

**TOTAL OPTION YEAR TWO IN WORDS:** \_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**Company name:** \_\_\_\_\_

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

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

**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 each year changes.

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 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 each year changes.

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**

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 each year changes.

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>			\$ _____

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

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

## **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>

**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

**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

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

of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

**(b) "Assistance"** means:

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

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

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

**(c) "Beneficiary"** means:

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

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

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

**(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.

#### **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

(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 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.

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

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

**(h) Community Advisory Board**

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

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

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

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

(2) work-study or cooperative educational programs;

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

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

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

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

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

**2.121.060 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;
- (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 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.

**2.121.080 Community Advisory Board.**

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

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

occur the City Manager shall appoint a replacement within thirty days of said vacancy.

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

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

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

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

#### **2.121.100 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 yeas and nays vote:-  
Yeas 9; Nays 0; Absent 0; Present 0.

Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez  
City Clerk

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 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

**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 \_\_\_\_\_, 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.

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



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

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

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 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 identical instruments set their hands the day and year first above written.

**Approved as to Form:**

**The Contractor:**

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

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

\_\_\_\_\_  
**City Manager**

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

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

