INVITATION FOR BID

FILE NO: 8811

COMMODITY: Janitorial Services for the Water Department

NAME OF BIDDER:

BIDDER’S FED. ID.

TO: Elizabeth Unger Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

PH: (617)349-4310

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the CAMBRIDGE CHRONICLE on Thursday, September 19, 2019 which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on THURSDAY October 3, 2019. This bid may be downloaded from the City’s web site, www.CambridgeMa.gov, Online Services, Purchasing Bid List, Invitation for Bid, 8811.

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 to Bid and all attachments hereto. “The submitted bid must be without conditions, exceptions or modifications to the bid document”.

The envelope containing the bid must be labeled: “This envelope contains a bid for Janitorial Services for the Water Department opened at 11:00 A.M. on Thursday, October 3, 2019. The bid and all documents submitted with it are public records. Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advanced of the due date and time. Late bids will not be accepted.

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

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

This bid includes addenda numbered:

SIGNATURE OF BIDDER:

TITLE OF SIGNATORY:

ADDRESS OF BIDDER:

TELEPHONE NUMBER:

EMAIL ADDRESS:

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

( ) Corporation, incorporated in the State of:

( ) Partnership: Names of partners:

( ) Individual

Name of Bidder:
GENERAL TERMS AND CONDITIONS

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

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, 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. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.

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: ___________________________
Elizabeth Unger, Purchasing Agent

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

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

The contractor must be able to begin work on October 24, 2019 or as otherwise determined by the City.

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

Pre-bid Conference Meeting
There will be a Pre-bid Conference on Wednesday, September 25, 2019 at 9:00 AM. located at the Cambridge Water Department, 250 Fresh Pond Parkway, Cambridge, MA. All prospective bidders are strongly encouraged to be present at the Pre-bid conference meeting, attendance at which will be recorded by a sign-in sheet. A tour of the building will take place following the pre-bid conference.

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

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

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

Questions
Questions for this Invitation for Bid must be submitted in writing and either emailed to: purchasing@cambridgema.gov or delivered to the Office of the Purchasing Agent, Elizabeth Unger, City Hall, 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 by 4:00PM on Thursday September 26, 2019.

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 to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

This area intentionally left blank.
Insurance Requirements

Worker’s Compensation.

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s Protective Liability</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$500,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Commercial Liability</td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Products Completed Operations</td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$500,000</td>
</tr>
<tr>
<td>Personal Injury and Advertising Limit</td>
<td>$500,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$500,000</td>
</tr>
<tr>
<td>Automotive-for all owned, non-owned, hired and leased vehicles</td>
<td></td>
</tr>
<tr>
<td>Combined single limit</td>
<td>$500,000</td>
</tr>
<tr>
<td>or Bodily injury- each person</td>
<td>$100,000</td>
</tr>
<tr>
<td>each accident</td>
<td>$500,000</td>
</tr>
<tr>
<td>Property damage-each occurrence</td>
<td>$500,000</td>
</tr>
<tr>
<td>Umbrella</td>
<td></td>
</tr>
<tr>
<td>Combined single limit</td>
<td>$500,000</td>
</tr>
<tr>
<td>General aggregate</td>
<td>$500,000</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td></td>
</tr>
<tr>
<td>Coverage A</td>
<td>Statutory</td>
</tr>
<tr>
<td>Coverage B</td>
<td>Each Accident</td>
</tr>
<tr>
<td></td>
<td>Disease-Policy limit</td>
</tr>
<tr>
<td></td>
<td>Disease-Each Employee</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Property Insurance
The City does not intend to purchase property insurance covering the Project or the Work. The Contractor shall not be required to provide such insurance, but the Contractor may, if it so desires, procure property insurance which will protect the interests of the Contractor, Subcontractor and Sub-subcontractors in the Work. The Contractor understands that such property insurance is solely the Contractor’s responsibility, and the Contractor, its Subcontractors and Sub-subcontractors shall have no claim against the City on account of the City’s failure to provide such property insurance.

The Contractor shall promptly replace all damaged Work in which it or its Subcontractors and Sub-subcontractors have an insurable interest, and all Work which is stolen, vandalized, or damaged due to the Contractor’s failure to protect the site as required by Article 5, at no additional cost to the City, whether or not the Contractor procures property insurance with respect to such Work as herein above provided.

Name of Bidder:__________________________________________________________
General Conditions, Cleaning Standards and Schedule of Cleaning

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

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

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

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

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

General Conditions

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

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

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

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

Performance Contractors are expected to maintain an overall cleaning performance level at or above the standards listed. The cleaning standards outlined in this IFB are the minimum acceptable level of performance. Water Department staff inspections will be based on the standards listed. Failure of the contractor to meet an acceptable performance level at any time during the contract period may result in the contractor being placed on probation or contract cancellation.
Labor/Personnel: Contractor shall provide an adequate number of competent properly trained personnel with qualified supervision to provide the services required at all times. Contractor shall provide all personnel with a complete set of specifications and cleaning schedules to ensure all required services are completed. Any Contractor's employee whose employment or performance is objectionable to the City shall be immediately removed from this Contract.

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

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

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

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

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

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

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

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

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

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

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

Materials and Supplies: The City shall provide paper products, hand soaps, plastic trash can liners, feminine products and dispensers for those products.

All other materials and supplies required to carry out the cleaning operations within the scope of this

Name of Bidder:_________________________________________________________
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. For more information regarding Environmentally Preferable products contact: www.state.ma.us/OSD/enviro/products/cleaning.htm.

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

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

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

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

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

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

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

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

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

Name of Bidder: ______________________________
Cleaning Standards
The contractor shall agree to meet the following cleaning standards when performing the cleaning schedule outlined in this IFB. These cleaning standards shall be used to assess the quality of cleaning performance of the contractor during inspection(s).

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

Entrances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Furniture and Equipment** - Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film. Wooden furniture and accessories are to be waxed and polished to a high sheen without leaving an undue residue.

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

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

**Miscellaneous Locations**

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

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

Name of Bidder:_____________________________________________________________________________
**Janitor Closet and Storeroom**

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

**Janitor Carts** - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organized neatly.

**Walls** – Same as Walls and Doors above, except that cleaning doors is not necessary.

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

**Floors** – Same as Floors above.

**Schedule of Cleaning**

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

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

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

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

1. **Five days a week mandatory cleaning requirement (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

**Entry Ways/Exterior (3 entrances)**
- Empty and clean all ashtrays
- Sweep concrete and asphalt surfaces
- Sweep and pick up all debris on sidewalks
- Remove all trash to appropriate containers
- Remove all accumulated debris

**Restrooms/Lockers**
- 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

**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

**Name of Bidder:**______________________________
Unclog soap dispensers
Clean/disinfect sinks
Clean/disinfect urinals
Clean/disinfect toilets and seats
Spot clean metal composite partitions

**Office/Conference Rooms**
- Empty waste containers
- Replace can liners as needed
- Dust all furniture

**Laboratory**
- Empty waste containers
- Damp wipe waste containers
- Replace waste container liners

**Dust equipment (Excluding computers)**
- Dust accessible window ledges
- Dust desk horizontal surfaces
- Dust and/or damp wipe vacant desks/tables
- Spot clean interior doors
- Spot clean interior partitions
- Damp wipe drinking fountains
- Remove stains from carpet as they occur
- Vacuum carpet
- Spot clean walls

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

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

**Recycling Bins and Paper Shredders**
- Check and replace as necessary recycling bins located throughout the facility.
- Empty shredder machines into recycling bins and replace with a new liner.
- Move recycling containers to pick up point per weekly schedule, return to designated storage area after pickup.

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

**Entry Ways/Interior/Lobby**
- Remove cobwebs
- Dust baseboards and flat surfaces

**Restrooms/Shower Stalls/Locker Rooms**
- Acid clean and de-scale urinals
- Acid clean and de-scale toilet bowls

*Name of Bidder:* ___________________________
Dust all wall fixtures and furniture                      Dust wipe metal partitions
Wash stainless, aluminum surfaces                  Clean/Wash shower stalls
Clean Art Work (Water Fall in main lobby)            Damp wipe and polish ceramic tile walls
                                                      Damp wipe entry/exit doors
                                                      Damp wipe handles, push & kick plates door
                                                      Polish dry, damp wipe return air grills and
                                                      grills

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

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

**Cafeteria/ Snack Area**
- Wash completely all tables and chairs
- Wash and wipe clean, including the tops, all vending equipment
- Buff vinyl floors
- Clean glass

**Custodial/ Service Room**
- Restock all paper supplies as required to meet minimum on hand supply

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

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

**Main Process Area and Pipe/ Equipment Galleries**
- Dust all horizontal surfaces
- Dust all window frames
- Sweep/Dry mop all floors with chemically treated dry mop
- Wet Clean Floors – as required. Wet clean hard floors with a neutral floor cleaner
- Spot clean all glass to 8 feet

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

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

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

**Cafeteria/Snack Area**
Strip and wax vinyl floor, weekend work

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

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

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

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

**Entry Ways/Cafeteria/ Snack Areas**
Strip and seal hard floor surfaces May and November, **weekend work**

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

**Problems That Must Be Brought to the Cambridge Water Department Facility Manager or Designee’s Attention:**

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

Name of Bidder: ______________________________________________________________
Quality Requirements

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

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

1. Bidder has been in business providing Janitorial Services in Massachusetts under present business name for a minimum of five years.
   Yes No

2. Bidder has provided at least three years of janitorial services to a water treatment facility with an annual contract value of $80,000.00 or over.
   Yes No

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

4. The Bidder’s Local Main Office must be located within an hour radius of the Cambridge Water Department 250 Fresh Pond Parkway Cambridge, Ma 02138.
   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.

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

<table>
<thead>
<tr>
<th>Municipal State or Federal Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Water Department Facilities.

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

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

Name of Bidder: ___________________________________________
Price Proposal Section

Prevailing Wage Rates Attached

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

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

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

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

Bidders MUST submit the Pricing Worksheet for each year including the optional years.
The Pricing worksheets are found on pages 22, 23 and 24.

Please fill out and return the Itemized Price Proposal Sheets found on pages 19, 20 and 21. All of these pricing sheets must be completed in full and submitted with your bid or your bid will be rejected.
### Year One

**Location A - Cambridge Water Department - 250 Fresh Pond Parkway, Cambridge, MA 02138**  
Total Square Footage – 130,000 square feet

#### Treatment Facility Plant

<table>
<thead>
<tr>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>95,000</td>
<td>25 hours per day (weekdays)</td>
<td>M-F: 4pm-11pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>125 hours per week</td>
<td>Supervisor start at 4pm.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6,500 hours per year</td>
<td>Other staff start at 5pm.</td>
</tr>
</tbody>
</table>

#### Vehicle Storage Building

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

$_______hourly rate X 6708 hours per year =

**Location A Total Year One Bid Amount** $_________________

**Location B - Payson Park Gatehouses, 221 Payson Road, Belmont, MA 02478**  
Total Square Footage – 3,600 square feet

#### Main Gatehouse

<table>
<thead>
<tr>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

#### North Gatehouse

<table>
<thead>
<tr>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

#### South Gatehouse

<table>
<thead>
<tr>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

$_______hourly rate X 96 hours per year =

**Location B Total Year One Bid Amount** $_______________

**AS NEEDED CLEANING**

$_______hourly rate X 50 hours per year =

**Total as Need Cleaning Year One Bid Amount** $_______________

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

**TOTAL YEAR ONE PRICE SUBMITTED** $_______________

**TOTAL YEAR ONE IN WORDS:** _______________________________________

Name of Bidder: ____________________________________________________
Year Two

**Location A - Cambridge Water Department-250 Fresh Pond Parkway, Cambridge, MA 02138**
Total Square Footage – 130,000 square feet

<table>
<thead>
<tr>
<th>Treatment Facility Plant</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>95,000</td>
<td>25 hours per day</td>
<td>M-F: 4pm-11pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>125 hours per week</td>
<td>Supervisor to start at 4pm.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6500 hours per year</td>
<td>Other staff start at 5pm.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle Storage Building</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>35,000</td>
<td>4 hours per weekend</td>
<td>Sat/Sun. 5pm-7pm (winter)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>208 hours per year</td>
<td>7pm-9pm (spring through fall)</td>
</tr>
</tbody>
</table>

$_____hourly rate X 6708 hours per year = Location A Total Year Two Bid Amount $____________________

**Location B - Payson Park Gatehouses, 221 Payson Road, Belmont, MA 02478**
Total Square Footage – 3,600 square feet

<table>
<thead>
<tr>
<th>Main Gatehouse</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>North Gatehouse</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>South Gatehouse</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

$_____hourly rate X 96 hours per year = Location B Total Year Two Bid Amount $____________________

AS NEEDED CLEANING

$_____hourly rate X 50 hours per year = Location as Needed Cleaning Year Two Bid Amount $____________________

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

TOTAL YEAR TWO PRICE SUBMITTED $____________________

TOTAL YEAR TWO IN WORDS: ________________________________

Name of Bidder: _______________________________________

20
### Year Three

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

Total Square Footage – 130,000 square feet

<table>
<thead>
<tr>
<th>Facility</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment Facility Plant</td>
<td>2</td>
<td>95,000</td>
<td>25 hours per day</td>
<td>M-F: 4pm-11pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>125 hours per week</td>
<td>Supervisor starts at 4pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6500 hours per year</td>
<td>Other staff start at 5pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Storage Building</td>
<td>1</td>
<td>35,000</td>
<td>4 hours per weekends</td>
<td>Sat/Sun. 4pm-6pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>208 hours per week</td>
<td></td>
</tr>
</tbody>
</table>

$_____ hourly rate X 6708 hours per year =

**Location A Total Option Year Two Bid Amount**

$________________________

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

Total Square Footage – 3,600 square feet

<table>
<thead>
<tr>
<th>Gatehouse</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Gatehouse</td>
<td>1</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gatehouse</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Gatehouse</td>
<td>2</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gatehouse</th>
<th>Number of Floors</th>
<th>Square Footage</th>
<th>Number of work hours per year</th>
<th>Cleaning hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Gatehouse</td>
<td>2</td>
<td>1200</td>
<td>32 hours per year</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

$_____ hourly rate X 96 hours per year =

**Location B Total Year Three Bid Amount**

$________________________

**AS NEEDED CLEANING**

$_____ hourly rate X 50 hours per year =

**Total as Needed Cleaning Option Year Two Bid Amount**

$________________________

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

**TOTAL YEAR THREE PRICE SUBMITTED**

$________________________

**TOTAL YEAR THREE IN WORDS:**

Name of Bidder:_________________________________________________________
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 if the hourly rate bid for each year changes.

**Pricing Worksheet Year One**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
<th>Total Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Wage Rate</td>
<td>No less than Prevailing Wage Rate</td>
<td>$</td>
</tr>
<tr>
<td>Hourly Benefits Rate</td>
<td>No less than Prevailing Wage Benefit Rate</td>
<td>$</td>
</tr>
<tr>
<td>Paid Leave Required Under Law</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Insurance as required by law (Worker’s Comp, etc.)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractor charge for startup costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractor charge for supplies and ongoing operating costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractor management fee</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other: Please describe</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>ANNUAL CONTRACT CHARGE</strong></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
Pricing Worksheet Year Two

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
<th>Total Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Wage Rate</td>
<td>No less than Prevailing Wage Rate</td>
<td>$</td>
</tr>
<tr>
<td>Hourly Benefits Rate</td>
<td>No less than Prevailing Wage Benefit Rate</td>
<td>$</td>
</tr>
<tr>
<td>Paid Leave Required Under Law</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Insurance as required by law (Worker’s Comp, etc.)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractor charge for startup costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractor charge for supplies and ongoing operating costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractor management fee</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other: Please describe</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>ANNUAL CONTRACT CHARGE</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
Pricing Worksheet year Three

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
<th>Total Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Wage Rate</td>
<td>No less than Prevailing Wage Rate</td>
<td>$____________</td>
</tr>
<tr>
<td>Hourly Benefits Rate</td>
<td>No less than Prevailing Wage Benefit Rate</td>
<td>$____________</td>
</tr>
<tr>
<td>Paid Leave Required Under Law</td>
<td></td>
<td>$____________</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td></td>
<td>$____________</td>
</tr>
<tr>
<td>Insurance as required by law (Worker’s Comp, etc.)</td>
<td></td>
<td>$____________</td>
</tr>
<tr>
<td>Contractor charge for startup costs</td>
<td></td>
<td>$____________</td>
</tr>
<tr>
<td>Contractor charge for supplies and ongoing operating costs</td>
<td></td>
<td>$____________</td>
</tr>
<tr>
<td>Contractor management fee</td>
<td></td>
<td>$____________</td>
</tr>
<tr>
<td>Other: Please describe</td>
<td></td>
<td>$____________</td>
</tr>
</tbody>
</table>

ANNUAL CONTRACT CHARGE: $____________
Awarding Authority: City of Cambridge
Contract Number: 8811
City/Town: CAMBRIDGE
Description of Work: Example Request for Prevailing Wages / Municipalities Not Subject to Prevailing Wages for Janitorial Services (Janitorial Services for Water Department)
Job Location: 250 Fresh Pond Park Way

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and
<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janitorial (Cleaning)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cleaner, Janitor, Porter &gt;29 Hrs/Wk.</td>
<td>01/01/2019</td>
<td>$19.40</td>
<td>$5.75</td>
<td>$0.55</td>
<td>$0.00</td>
<td>$25.70</td>
</tr>
<tr>
<td><strong>SEIU 32BJ JANITORIAL METRO BOSTON</strong></td>
<td>01/01/2020</td>
<td>$20.00</td>
<td>$6.15</td>
<td>$0.55</td>
<td>$0.00</td>
<td>$26.70</td>
</tr>
<tr>
<td>Cleaner, Janitor, Porter 29 Hrs.or less/Wk</td>
<td>01/01/2019</td>
<td>$19.40</td>
<td>$5.75</td>
<td>$0.50</td>
<td>$0.00</td>
<td>$25.65</td>
</tr>
<tr>
<td><strong>SEIU 32BJ JANITORIAL METRO BOSTON</strong></td>
<td>01/01/2020</td>
<td>$20.00</td>
<td>$6.15</td>
<td>$0.50</td>
<td>$0.00</td>
<td>$26.65</td>
</tr>
<tr>
<td>Security Guard Services (for Mass Convention Center Authority Only)</td>
<td>01/01/2018</td>
<td>$16.60</td>
<td>$5.60</td>
<td>$0.66</td>
<td>$0.00</td>
<td>$22.86</td>
</tr>
<tr>
<td><strong>SEIU 32BJ JANITORIAL METRO BOSTON</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Guard Services Employed&lt; 6 Mos (for Mass Convention Center Authority Only)</td>
<td>01/01/2018</td>
<td>$14.85</td>
<td>$5.60</td>
<td>$0.66</td>
<td>$0.00</td>
<td>$21.11</td>
</tr>
</tbody>
</table>

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 5:4, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.
Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement

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

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

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

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

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

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

________________________________________
(Print Name of person signing bid)

________________________________________
(Signature & Title)

Name of Company

________________________
Address

City State Zip Code

This form must be submitted with your bid
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

(28)

Name of Business:

____________________________________________

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

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

This form must be submitted with your bid

Name of Bidder: ____________________________________________
ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

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

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

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

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

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

2.112.065 Applicability

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

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-
D. Margaret Drury
City Clerk
City of Cambridge CORI Policy

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

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

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

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

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

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

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

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

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

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

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

11. The Personnel Department will assist affected departments, in assessing the suitability of
candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness,
and protection of employment opportunities and the public interest.

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

13. CORI information shall not be disseminated or shared with any unauthorized employees or other,
but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007
WAGE THEFT PREVENTION CERTIFICATION

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

Instructions for this form:

A prospective vendor must check box 1 or 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
City of Cambridge
Articles of Agreement

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.

**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.
Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

The City: ____________________________________________
Louis DePasquale
City Manager

The Contractor: ____________________________________________
Signature and Title

Elizabeth Unger
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

Name of Bidder:________________________________________