FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

INVITATION FOR BID

FILE #: 10235

COMMODITY: GRANULAR ACTIVATED CARBON FILTER MEDIA EXCHANGE

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, March 24, 2022 which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Ave., Room 303, Cambridge, MA 02139 by 11:00 a.m. on Thursday, April 7, 2022.

This bid may be downloaded from the City’s web site, www.cambridgema.gov/departments/purchasing, Current Bid Opportunities, View Invitation for Bids, File No. 10235. Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advance of the due date and time. Late bids will not be accepted.

Sealed general bids will be received at the Purchasing Department, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 or via a locked drop box located at the rear entrance until Thursday, April 7, 2022, @ 11:00 a.m. It is the responsibility of the Bidder to ensure delivery of bid submission prior to deadline to the Purchasing Department.

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 File no. 10235 Granular Activated Carbon Filter Media Exchange opened at 11:00 a.m. on Thursday, April 7, 2022. The bid and all documents submitted with it are public records. Bids not sent by courier can be dropped off to a locked drop box located at the rear entrance of City Hall. The box will be checked at the scheduled submission deadline.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered:________________________________________

SIGNATURE OF BIDDER:__________________________________________________

TITLE OF SIGNATORY ____________________________________________________

ADDRESS OF BIDDER _____________________________________________________

TELEPHONE # ______________________ FAX # ______________________

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:__________________________________________________________
**FILE NO.** 10235 Granular Activated Carbon Filter Media Exchange; **SUBMIT INVITATION FOR BID PRIOR TO:** 11:00 a.m. on Thursday, April 7, 2022.

**LAWS:**

<table>
<thead>
<tr>
<th>GENERAL TERMS AND CONDITIONS</th>
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<tr>
<td>All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.</td>
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</table>

**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. |

**PAYMENT SCHEDULE:**

| Payment shall be in accordance with milestones specified in the scope of work. The City shall not prepay for goods or services. |

**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:** ________________________________
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

**Contractor’s Insurance Obligations**

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

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

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

**EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.**

**NOTICE OF OCCURRENCE** is to be given to the City Manager, City of Cambridge, City Hall, 795 Mass. Ave., Cambridge, MA 02139. Carriers must have an A.M. Best rating of A X or better.

A. **Owner’s Protective Liability:**
   - Each Occurrence $1,000,000
   - Aggregate $1,000,000

B. **Commercial Liability:**
   - General Aggregate $2,000,000
   - Products Completed Operations Aggregate $1,000,000
   - Personal Injury and Advertising Limit $1,000,000
   - Each Occurrence $1,000,000

C. **Automotive—For all owned, non-owned, hired and leased vehicles:**
   - Each Occurrence Combined Single Limit of $1,000,000
   - Bodily injury - each person $1,000,000
   - - each accident $1,000,000
   - Property damage—each occurrence $1,000,000

D. **Umbrella:**
   - Combined single limit $2,000,000
   - General aggregate $2,000,000

E. **WORKER’S COMPENSATION**
   - Coverage A STATUTORY
   - Coverage B Each Accident $1,000,000
   - Disease-Policy Limit $1,000,000
   - Disease-Each Employee $1,000,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE.

THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

**NAME OF BIDDER:** _____________________________________________________________
TO: Elizabeth Unger, Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned hereby proposes to provide all labor, materials, equipment necessary to perform Granular Activated Carbon Filter Media Exchange for the City of Cambridge all in accordance with the below specifications and following proposal schedule.

One award will be made to the lowest responsive and responsible bidder providing the lowest price as a result of this Invitation for Bid for Year One. Any contract resulting from this Invitation to Bid shall have Two (2) One-year options to renew at the sole discretion of the awarding authority.

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

Prior to the 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 with a notation on the envelope indicating that it contains a modification or correction of the original Bid submitted for the particular commodity and indicating the date and time of the Bid opening.

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.

The City reserves the right, in its discretion, to extend the life of the contract at any time.

Performance Bond Requirement

The successful bidder shall provide the City annually with a performance bond securing its satisfactory performance in an amount equal to Ten (10) 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 10% 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.

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2022 is $17.19 per hour. The Living Wage Requirements are attached.

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.

Questions

Questions concerning this Invitation for Bid must be submitted in writing and emailed to: purchasing@cambridgema.gov by 11:00 a.m. on Friday, April 1, 2022. An addendum will be posted to the Purchasing website notifying all bidders of the questions and answers. It is the responsibility of the bidder to check the website for any addenda. Please check the website for any addenda before submitting your bid.

NAME OF BIDDER: ____________________________________________________________
Bid Results
The tab sheet and the contract award information will not be individually mailed to the bidders. 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.

Pre-Bid Viewing
The Site/facility can be made available for viewing to potential bidders by appointment between the days of March 25th, 2022 to March 31st 2022. Interested bidders should contact:

Julie Greenwood-Torelli  
Director of Water Operations  
617-349-4770  
JGreenwood@cambridgema.gov
SCOPE OF SERVICES

PART 1 GENERAL

1.1 SUMMARY

A. This specification covers furnishing all labor, materials, and equipment for the exchange of granular activated carbon (GAC) used as filter media for gravity filtration at the Walter J. Sullivan Water Purification Facility, 250 Fresh Pond Parkway, Cambridge, Massachusetts, in up to six (6) open filters approximately 44 feet long by 16 feet wide to a finished depth of 54 inches above an existing layer of 8 inches of silica sand with effective size 0.5 to 0.7 mm.

B. The granular activated carbon to be supplied and installed shall be NSF 61 certified for use as an adsorptive media in a potable surface water treatment plant and be effective in the removal of particulates/turbidity, natural organic matter (NOM) and Per- and Polyfluoroalkyl Substances (PFAS) in potable drinking water. In Contract Year 1, the granular activated carbon shall be virgin granular activated carbon free of pathogenic material, and capable of being used as specified herein. In Contract Years 2 and 3, the City shall elect whether to utilize virgin GAC or a combination of virgin GAC and custom reactivated carbon generated from the City’s facility free of pathogenic material, and capable of being used as specified herein.

C. The granular activated carbon Contractor shall be responsible for supply, delivery, sample collection, materials testing, loading of carbon, and removal and disposal and/or reactivation of spent carbon.

D. The granular activated carbon supplier(s) shall have the ability to supply, deliver, load, and unload the activated carbon using equipment dedicated to food grade materials. All GAC shall be supplied by the approved supplier and shall not be sub-contracted to another supplier.

E. Spent activated carbon, if not utilized for reactivation, shall be disposed of in accordance with all applicable federal, state, and local regulations.

F. No substitution of GAC will be permitted without approval of the City.

G. The Contractor is defined as the entity providing carbon services including the media, delivery, installation, technical support, disposal, and reactivation services. The Contractor shall have a single-point of responsibility to the City and shall assume responsibility for all subcontractors and suppliers working under the Contractor’s direction.

H. The City conducted rapid small scale column testing (RSSCT) of alternative GAC products for a duration of 7,500 bed volumes as the basis for obtaining regulatory approval from the Massachusetts Department of Environmental Protection (MassDEP) for the GAC product specified herein. Demonstration of “or equal” shall require conducting an equivalent testing program including regulatory (MassDEP) approval with results provided to the City prior to the acceptance of any “or equal” product.
1.2 DEFINITIONS

A. In the context of this specification, the term “City” may also refer to the City’s agent/engineer to whom they may delegate some responsibility for technical assistance.

1.3 PREINSTALLATION MEETING

A. Convene a minimum of two weeks prior to commencing Work of this Contract.

1.4 SUBMITTAL PROCEDURES

A. Action Submittals: Written and graphic information and physical samples that require the City’s responsive action. Action submittals will be returned to the Contractor with one of the following codes.

1. "APPROVED" – This code is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.

2. "APPROVED AS NOTED" – This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

3. "APPROVED AS NOTED/RESUBMIT" – This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the package. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. The resubmittal is to address all comments, omissions and non-conforming items that were noted. An additional box is checked to indicate whether the resubmission is for the complete package, or for parts of the package. If no box is checked, a complete resubmittal shall be provided. Review code may designate if a partial or full submittal is required. If full submittal is required, a complete resubmittal package addressing all comments shall be provided. If a partial submittal is designated, resubmittal shall only include information pertaining to those items noted in review comments requiring clarification and any portions of submittal impacted as a result of the response. Resubmittal is to be received by the City within 30 calendar days of the date of the City’s transmittal requiring the resubmittal.

4. "REJECTED" – This code is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the Contract Documents.

5. "RECEIPT ACKNOWLEDGED (Not subject to City’s Approval)’’ – This code is assigned to acknowledge receipt of a submittal that is not subject to the City’s approval. This code is generally used with submittals involving the Contractor’s means and methods of construction work plans, and health and safety plans.

B. Informational Submittals: Written and graphic information and physical samples that do not require City’s responsive action. Submittals may be rejected for not complying with requirements. City will review each submittal and will not return it or will return it if it does not comply with requirements.

C. The following information shall be included in each submittal:

NAME OF BIDDER: ________________________________________________________________
1. Project name.
2. Date.
3. Name of Contractor.
4. Name of firm or entity that prepared submittal.
5. Names of subcontractor, manufacturer, and supplier.
6. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
7. Submittal purpose and description.
8. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
9. Indication of full or partial submittal.
10. Other necessary identification.
12. Signature of transmitter.

D. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by City on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

E. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on City’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow up to 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. City will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow up to 10 days for review of each resubmittal.
   a. Make resubmittals in same form and number of copies as initial submittal.
      1) Note date and content of previous submittal.
      2) Note date and content of revision in label or title block and clearly indicate extent of revision.
      3) Resubmit submittals until they are marked with approval notation from City’s action stamp.
      4) Repetitive Reviews: Submittals will be reviewed no more than twice at the City’s expense. All subsequent reviews will be performed at the Contractor's expense. Reimburse the Owner for all costs for the third and subsequent reviews.
4. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from City’s action stamp.
1.5 ACTION SUBMITTAL REQUIREMENTS

A. Samples: Two (2) five (5) pound samples of each lot of each material to be furnished. The lot number shall be marked on each individual bag and sample, along with the date of sample.

B. Product Data: GAC filter media data sheets indicating material, material source, unit weight, effective size, uniformity coefficient and other pertinent data specified or required to evaluate material quality.

C. Complete carbon exchange procedures, including means by which protection of the existing sand layer beneath the GAC shall be accomplished to minimize any removal of sand when educting spent media from the filter.

1.6 INFORMATIONAL SUBMITTAL REQUIREMENTS

A. An Affidavit of Compliance in accordance with AWWA B100, NSF No. 61 and AWWA B604 for activated carbon.

B. Test Results performed by an independent testing laboratory as required by Paragraph 1.8.

C. Evidence of Manufacturing Experience as required by Paragraph 1.8.

D. Certification of Quality Control Program.

E. An Affidavit of Compliance stating that trucks used to transport granular activated carbon media have been cleaned and are approved to transport products used in potable water production.

1.7 QUALITY ASSURANCE

A. No media shall be shipped to the site until such material is approved by the ENGINEER in writing.

B. Manufacturer:

1. All the media by a single supplier.
2. Minimum 10 years of current and continuous experience in the production of such media.
3. Submit a list of minimum 10 operating facilities having similar media.

C. Quality Control and Testing:

1. Provide the services of a qualified testing laboratory based in the United States, approved by the City, experienced in testing GAC media materials.
2. The costs for testing shall be included in the Contractor's bid. The City may perform additional testing at City's expense and Contractor shall permit and assist sampling as required.
3. The following tests shall be reported:

   a. Particle Size Distribution, ASTM D2862.
   b. Average Apparent Density, ASTM D2854
   c. Effective Size and Uniformity Coefficient, ASTM D2862.
d. Abrasion  
e. Iodine number, ASTM D4607  
f. Moisture Content  

4. Pre-Shipmenent Tests:  
a. Sampling and testing to be performed in accordance with AWWA B604, prior to shipment of materials.  
b. Perform tests on samples obtained directly by the approved testing laboratory in accordance with above-listed ASTM and AWWA B604 methods.  
c. Provide certified copies of all tests performed by laboratory.  

5. Receipt Tests:  
a. Sampling and testing to be performed in accordance with AWWA B604.  
b. Samples shall be provided with material that is shipped for use in additional testing by the independent laboratory personnel of the City.  
c. Perform tests on samples obtained directly by the approved testing laboratory in accordance with above-listed ASTM and AWWA B604 methods.  

6. If the results of the Receipt Tests do not comply with this Section, the materials must be replaced to comply with this Section at no additional cost to the City.  

1.8 DELIVERY, STORAGE AND HANDLING  
A. All media shall be properly protected against damage and deterioration during prolonged storage at the site.  
B. Furnish extra stock of GAC media as necessary to account for all losses during backwashing as required for the installation procedures specified in Part 3 of this Section.  
C. Furnish extra stock of silica sand as needed to account for losses associated with any sand that may be removed with the spent GAC media.  

1.9 SITE ACCESS AND WORK AREA  
A. Parking: Use designated areas of City’s existing parking areas for construction personnel.  
B. Storage and Staging:  
1. Adequate passage must be provided at all times to ensure access of City’s personnel to all existing facilities, controls, valves, etc. in the Filter Area to ensure ongoing WPF operations. If blockage of any area of the Filter Area is required for an extended period, Contractor must request and obtain City’s approval in advance.  
2. City shall make available to Contractor two areas outside of the WPF for delivery and loading/unloading and temporary storage of equipment and materials. The available areas, referred to as Area “A” and Area “B” are described as follows and shown on the Site Plan.
a. Area “A” as designated on the Site Plan. Use of Area “A” is intended as the primary work area. Contractor shall protect the trees and restore grass and anything else disturbed to original condition. The area north of Area “A” is the belowground clearwell and cannot be used other than for foot traffic or laying of hoses.

b. Area “B” as designated on the Site Plan. Use of Area “B” is intended as short-term (1-4 weeks at a time as necessary and upon prior approval by City) and will require contractor to restore grass and anything else disturbed to original condition. Use of Area “B” will also require Contractor to protect trees and lighting.

City shall make available an exterior hydrant as designated on the Site Plan. Water shall be provided at no cost. Contractor shall prevent contamination of the water by utilizing proper backflow/cross-connection protection to the satisfaction of the City. Backflow protection shall utilize the City-provided hydrant connection assembly, which includes integral meter and backflow prevention device. The Contractor shall also obtain a hydrant connection permit from the City. The City shall waive the permit fee provided that the Contractor returns the City-provided hydrant assembly in good working condition after the work is completed.

3. For all outdoor work areas, Contractor is responsible for providing all temporary protection, security and repair to the original condition should any damage occur. City shall conduct a pre-use survey to document existing conditions, inclusive of photographs and/or video recording as directed by the City.

4. In using the access road along the east side of the WPF, Contractor shall defer to Cambridge Water Department operations inclusive of city vehicles, chemical feed deliveries, operation and maintenance, etc. The access road shall not be blocked for any extended time periods without previous approval of the City.

C. Materials Conveyance

1. The City has installed a permanent 4-inch Schedule 80 PVC carrier pipe to accommodate exchange of the filter media. The pipe originates at the exterior of the WPF in the vicinity of Area A as shown on the Site Plan. The pipe terminates on the second floor of the WPF just inside the exterior wall. Both terminal ends of the pipe are fitted with 4-inch stainless steel quick connect couplings with locking cap and chain. The Contractor shall use hoses to traverse from the termination of the carrier pipe to the individual filters where the exchange is taking place. Along the filter operating floor, the distance from the termination of the carrier pipe to the filters ranges from 20 to 140 feet. Additional hose length to reach within each filter box will also be required. Distance from operating floor level to the TOP of existing GAC filter media is approximately 20 feet and diagonal distance across the filter is approximately 55 feet.
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Site Plan

NAME OF BIDDER: ____________________________________________________________
PART 2 PRODUCTS

2.1 VIRGIN GRANULAR ACTIVATED CARBON

A. The first cycle of media changeout shall utilize virgin granular activated carbon free of pathogenic material, and capable of being used as specified herein. Subsequent media changeouts under the terms of this contract shall be virgin GAC or a combination of virgin GAC and custom reactivated GAC as selected by the City. A swing load of virgin GAC shall be provided for the first two filters should the City elect to utilize reactivated GAC for subsequent changeout cycles.

B. GAC Media shall comply with the most recent editions of NSF No. 61 and AWWA B604.

C. Granular Activated Carbon

1. The GAC shall be virgin, granular, and manufactured from bituminous coal. The material shall be visually free of clay, dirt and deleterious material and shall be free of pathogenic contamination as measured by coliform tests of GAC filtrate. Lignite, peat, coconut-shell, sub-bituminous, anthracite, or wood-based granular activated carbons are not acceptable for this application.

2. GAC shall be acid rinsed and pH stabilized before delivery to reduce the leachable metals and pH stabilized to reduce the elevated pH of new GAC.

3. The carbon shall be capable of removing turbidity, color, tastes, odors, and other organic contamination from water previously pretreated by conventional water treatment processes.

4. The carbon shall be made from bituminous coal capable of withstanding repeated back wash procedures without significant change in physical sizes and shall be suitable for terminal reactivation and re-use.

5. Data showing successful application of the carbon in municipal water plants including turbidity organic contamination removal shall be submitted.

D. The bituminous coal based granular activated carbon shall have the following physical properties:

   a. Mesh Size, U.S. Sieve Series 8 by 16
   b. Percent Passing No. 8 Sieve 85 to 100
   c. Percent Passing No. 16 Sieve 0 to 4
   d. Effective Size, mm 1.3 to 1.5
   e. Uniformity Coefficient 2.1 or less
   f. Mean Particle Diameter Range, mm 1.5 to 1.8
   g. Apparent Density, Backwashed and Drained, g/cu cm 0.43 to 0.55
   h. Ash, Maximum Percent 11
   i. Iodine Number, Minimum 900
   j. Abrasion Number, Minimum (ASTM) 80

E. Source:

   a. Activated carbon from coal mined in North America.
   b. Manufactured into activated carbon in the United States.
   c. Sold directly to the Contractor by the manufacturer, who shall be a corporation with headquarters in the United States.
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d. Filtrasorb 816 by Calgon Carbon Corporation; or equal. Approved equal product must demonstrate equivalent performance as defined in Paragraph 1.1H.

2.2 CUSTOM REACTIVATED AND RETURN GRANULAR ACTIVATED CARBON

A. Reactivated carbon shall be that originating from the City’s facility free of pathogenic material, and capable of being used as specified herein.

B. Reactivated GAC media shall comply with the most recent editions of NSF No. 61 and AWWA B604.

C. Custom reactivation must meet the requirements of the applicable regulatory agencies of the State where the site is located and of NSF 61.

D. The custom reactivated GAC shall be supplied by the same manufacturer as the virgin GAC.

E. The reactivation facility shall employ procedures to ensure segregation of any spent carbon from reactivated carbon intended to be returned as custom reactivated material.

F. The quantity of virgin GAC required for make-up in order to compensate for reactivated material lost in transport and reactivation and/or increase the quality of the reactivated product shall not exceed 20 percent of the total spent carbon for any single reactivation.

G. The reactivated carbon, including any make-up virgin GAC blended as required, shall meet the requirements of the virgin carbon product specified in Paragraph 2.1 with the following exception:

1. If the iodine number of the received spent GAC is greater than 550 mg/g, the reactivated GAC shall attain an iodine number at least 850 mg/g, as determined by AWWA B604.
2. If the iodine number of the received spent GAC is less than 550 mg/g, the reactivated GAC shall attain an iodine number at least 300 mg/g greater than the spent GAC as determined according to AWWA B604.
3. In no case shall the iodine number of the reactivated GAC be less than 500 mg/g carbon as determined by AWWA B604.

2.3 SILICA SAND

A. Sand shall be provided to restore the depth of the sand layer beneath the GAC to replace any sand that is removed as part of the elution of the spent GAC media. Contractor shall ensure an adequate supply of sand be available prior to the start of removal of spent GAC.

B. The sand shall be well graded, washed silica sand completely free from mica, dust, dirt, and foreign substances of any kind.

C. Silica sand shall comply with the most recent editions of NSF No. 61 and AWWA B100.

D. Specific gravity of at least 2.60.

E. Effective size of 0.5 mm to 0.7 mm.

NAME OF BIDDER: __________________________________________________________
F. Maximum uniformity coefficient of 1.5.

G. Acid solubility less than 5 percent.

H. Gradation shall be as follows based on U.S. Standard sieves (ASTM E11):

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>83 to 100</td>
</tr>
<tr>
<td>20</td>
<td>50 to 65</td>
</tr>
<tr>
<td>40</td>
<td>0 to 5</td>
</tr>
</tbody>
</table>

I. Suppliers:

1. Northern Gravel Co., Muscatine, IA,
2. Roberts Filter Manufacturing Company, Darby, PA;
3. Unifilt Corporation, Zelienople, PA;
4. Lang Filter Media, Hazelton, PA,
5. Wedron Silica Company, Wedron, IL;
6. Or equal.

PART 3 EXECUTION

3.1 QUALITY ASSURANCE:

A. Conduct receipt tests in accordance with AWWA B604. Failure of the samples to meet the specified requirements shall be cause for rejection.

B. No plus tolerance will be allowed on any uniformity coefficients. The media supplier shall provide suitable shipment and/or make allowance for any degradation or segregation during shipping, so the delivered material meets these specifications for effective size and uniformity coefficient.

C. Granular activated carbon shall be transported, delivered, and placed in a careful manner to exclude all dust, dirt, or deleterious material and to prevent physical damage to the particles.

3.2 MEDIA EXCHANGE

A. The media exchange shall be under the direct supervision of the Contractor. Supervision by a third-party or agent is not allowed.

B. The media shall be transported, delivered, and placed in a careful manner to exclude all dust, dirt, or deleterious material. The Contractor is fully responsible for all media handling during the media exchange. If the GAC is damaged as a result of the Contractor’s handling and the media is no longer suitable for custom reactivation and return carbon use, the Contractor shall replace the media with virgin media at no additional cost to the City.

C. The Contractor shall follow proper OSHA, state, and site-specific procedures when entering a confined space during change outs.

NAME OF BIDDER: ________________________________________________________________
D. The Contractor is responsible for the media transfer from the trucks to the filters while the City is responsible for filter draining, valve positioning, filter refilling, backwashing, and filter-to-waste.

E. The installation of virgin or reactivated GAC shall be by hydraulic water eduction/slurry methods.

F. The Contractor is responsible for removal and ultimate disposal of the spent media. Spent media shall be removed using hydraulic water eduction/slurry methods.

G. The Contractor is required to provide the compressed air for the transfer for the media slurry.

H. The Contractor is responsible for cleanup of any media or other spills that occur during the transfer operation.

I. The Contractor is responsible for replacing/reinstalling items such as gaskets, seals, etc. that are disturbed during carbon replacement operations.

J. Following the installation of the media, the Contractor shall assist the City’s operating personnel in backwashing the GAC and then in placing the system in filter-to-waste mode in accordance with the Contractor’s recommendation.

K. The Contractor shall avoid contamination of the water produced or pumped at the facilities and shall install proper backflow/cross-connection prevention as specified in Paragraph 1.9. Equipment shall not be operated except by the City.

L. The Contractor shall minimize unnecessary traffic at and around site(s). Rubbish, waste, litter shall be stored in proper containers and be removed from the site in a timely manner. Discharges of any materials to streets, storm drains, or the sanitary sewer will not be permitted. Discharge of water used in the hydraulic eduction process shall be as specified in Paragraph 3.3

M. The City reserves the right to inspect the filter after the media has been removed. The City will advise the Contractor at the time of the media changeout request if a filter inspection will be performed. If the City conducts a filter inspection, the Contractor shall remove the GAC media and then demobilize from the site. The City will direct the Contractor when to install the replacement media, which shall be no more than 15 days from removal of the spent media. There shall be no additional charge for changeouts events when removal and installation do not occur on the same day.

3.3 INSTALLATION

A. Granular activated carbon shall be transported, delivered, and placed in a careful manner to exclude all dust, dirt, or deleterious material and to prevent physical damage to the particles.

B. After delivery to the site, take samples of each material as approved by the City and in accordance with AWWA B604 and have the receipt tests performed as specified in Paragraph 1.8C. Failure of the samples to meet the specified requirements shall be cause for rejection and the Contractor shall remove such media from the site and provide media meeting the requirements specified herein at no additional cost to the City. The media supplier shall provide suitable shipment and/or make allowance for any degradation or segregation during shipping, so the delivered material meets these specifications for effective size and uniformity coefficient.
C. The Contractor shall take special precautions to not dirty or contaminate each filter before any media is placed and shall keep the filter clean throughout the spent GAC removal and new GAC placement operation.

D. GAC media replacement shall be conducted for two (2) filters at a time. No more than two (2) filters can be taken out of service at any time for removal of spent GAC media and replacement of the media.

E. Following the installation of the GAC media, the filter shall be slowly filled with treated water in an up-flow orientation to push air from the media. Water shall be added to the filter very gradually (at a rate indicated by the GAC supplier), particularly with new media, as the air trapped in the bed can be very disruptive to the media. After filling, the media will be soaked for a period of twenty-four (24) hours to allow the media to degas.

F. After the initial soaking, the filter shall be backwashed for a total period of at least 30 minutes to remove fines. This will require slowly ramping up to a flow necessary to achieve a bed expansion of up to 30 percent as designated by the City, followed by a slow ramp-down of flow. Adequate backwashing shall be evidenced by a visibly clear backwash water with minimal fines, having a turbidity of below 0.5 NTU and as judged by the City. Contractor is responsible for replacing any media lost during testing and start-up at no additional cost to the City.

G. The depth of media, as specified in this Section, shall be measured in place after backwashing and filtering for 1 hour.

H. Some GAC products have been shown to increase pH and release arsenic during initial operation. Contractor shall coordinate with GAC media supplier to develop a media conditioning plan, such that the GAC effluent water quality requirements outlined in Table 1 below are achieved prior to putting each filter back into service.

### Table 1. Individual Filter Effluent Water Quality

<table>
<thead>
<tr>
<th>Water Quality Parameter</th>
<th>Maximum Allowable Effluent Concentration</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic (total)</td>
<td>&lt; 0.0025 mg/L</td>
<td>MassDEP MCL is 0.01 mg/L or 10 µg/L</td>
</tr>
<tr>
<td>pH</td>
<td>6.5 to 8.5 standard units</td>
<td></td>
</tr>
<tr>
<td>Turbidity</td>
<td>&lt; 0.3 NTU</td>
<td></td>
</tr>
<tr>
<td>PFAS6</td>
<td>non-detect (using detection limits no greater than 2 ng/L per compound) for the first 16,000 bed volumes of throughput</td>
<td>PFAS6 is the sum of PFOA + PFOS + PFDA + PFNA + PFHxS + PFHpA</td>
</tr>
</tbody>
</table>

3.4 CONTAMINATION

A. After placement of the filter media in each filter, after at least one (1) 30-minute backwash, and before each filter is placed in service, the City will conduct coliform bacteria testing in accordance with Massachusetts Drinking Water Regulation 310 CMR 22.00 following the changeout. The filter shall remain in filter-to-waste mode until the City approves the filter to be placed into service.
B. If during the filter start-up following a fill with GAC it is determined that the GAC is the primary source of bacteria or is supporting the growth of pathogenic organisms in the treated water then the Contractor shall utilize the following remedies:

1. Flush filter for a period not to exceed 48-hours; after which the City shall conduct bacteria testing.
2. If the 48-hour flush is insufficient to remedy the contamination, the Contractor shall propose a means of disinfecting the filter without the use of a high-chlorine solution (e.g., high pH disinfection) that will not be deleterious to the GAC media or filter components. The City shall review and approve the proposed disinfection method prior to implementation by the Contractor. Any disinfection shall be followed by backwashing until the filter effluent is negative for total coliform and the growth of heterotrophic bacteria yields less than 200 cfu/100 ml in the treated water. The Contractor shall be responsible for the labor, chemicals, monitoring and testing costs to perform this disinfection, including reducing the pH of the used disinfection/washwater to a range of 6.0 to 10.0 units to meet the City’s requirements for treatment, recycle and/or discharge/disposal. Supplemental disinfection shall be performed entirely at the Contractor’s expense.

3.5 WATER FOR BACKWASHING

A. Water for backwashing shall be supplied by the City.

B. Contractor shall coordinate time and usage with the City so as not to interfere with City’s operations.

3.6 SPENT BACKWASH

A. Backwash waste shall be conveyed to the existing residuals treatment system.

3.7 MEDIA CONDITIONING WATER DISCHARGE

A. Until the water quality requirements outlined in Table 1 of Paragraph 3.3H are achieved, water discharged during the initial startup of each filter shall be filtered-to-waste.

3.8 WATER FROM HYDRAULIC EDUCTION

A. Discharge to the storm drain shall be allowed upon approval of the City. Discharges shall be treated via filter bags or socks, inclusive of dechlorination tablet mats or socks, to remove sediment and chlorine prior to discharge.
QUALITY REQUIREMENTS

A “NO” response, a failure to respond, or a failure to meet 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. Bidder has a minimum of 10 years of current and continuous experience in the production of GAC media as specified in the scope of services above.  Yes  No

2. Bidder has conducted GAC media exchange at a minimum of 10 operating facilities of similar scope as those referenced in the Scope of Services above.  Yes  No

3. Bidder’s manufacturing facility for the products specified herein is located in the United States.  Yes  No

4. Bidder affirms that it will comply with all reporting, submittal, and product information requirements as specified in the above Scope of Services.  Yes  No

BID SUBMISSION

Bidders shall submit a list of three references for which the bidder has supplied similar services within the past Five (5) years. References shall include contact information including contact name, addresses and telephone numbers for each to inquire as to their satisfaction with the bidders’ product and service. In addition, the City reserves the right to use itself as a reference, to contact references not listed and to otherwise perform its own due diligence when making a responsibility determination. A bid maybe rejected on the basis of one or more references reporting less than excellent past performance.

1. Contact Name ____________________________ Address ____________________________ Telephone No. ____________________________

2. Contact Name ____________________________ Address ____________________________ Telephone No. ____________________________

3. Contact Name ____________________________ Address ____________________________ Telephone No. ____________________________

Bidders shall submit detailed product data sheet and brochures.

Bidders may use additional sheets if necessary

NAME OF BIDDER: ________________________________________________________________
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

**PRICE PROPOSAL**

One contract will be awarded to the responsive and responsible bidder offering the lowest total price(s) to provide all the tasks described in this bid document for Year One. The total price(s) must remain firm throughout the contract term. The total price(s) shall include all labor, materials, and expenses.

Price proposals for subsequent option years contain two sections. Option 1 requests pricing for full Virgin GAC replacement filters and Option 2 requests pricing for mixed Virgin GAC and Reactivated GAC filters as noted in the price proposal tables below. Bid prices must be provided for both options. The City will decide on which Option to exercise upon the renewal of the contract.

**PRICE PROPOSAL – YEAR 1**

Contractor shall offer a price per filter for the product, delivery, and all services related to the removal and disposal of spent Granular Activated Carbon (GAC) and installation of virgin GAC per the specifications for the Cambridge Water Department.

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price ($)</th>
<th>Unit</th>
<th>No. of filters</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virgin GAC</td>
<td>$______________</td>
<td>per filter</td>
<td>6</td>
<td>___________________</td>
</tr>
</tbody>
</table>

Total Bid: $________________________

Total bid submitted in words: __________________________________________________________

Signature of Bidder: _________________________________________________________________

NAME OF BIDDER: _________________________________________________________________
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

(OPTION YEAR) PRICE PROPOSAL – YEAR 2

Please Note: Bid prices must be provided for both options below. The City will decide on which Option to exercise upon the renewal of the contract.

Option 1: Contractor shall offer a price per filter for the product, delivery, and all services related to the removal and disposal of spent Granular Activated Carbon (GAC) and installation of virgin GAC per the specifications for the Cambridge Water Department.

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price ($)</th>
<th>Unit</th>
<th>No. of filters</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virgin GAC</td>
<td>$</td>
<td>per filter</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

Option 1 Total Bid: $__________________

Option 1 Total bid submitted in words: ______________________________________________________

Option 1 Signature of Bidder: ______________________________________________________________

Option 2: Contractor shall offer a price per filter for the product, delivery, and all services related to the removal and reactivation of spent Granular Activated Carbon (GAC) and installation of virgin GAC and custom reactivated GAC per the specifications for the Cambridge Water Department.

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price ($)</th>
<th>Unit</th>
<th>No. of filters</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virgin GAC</td>
<td>$</td>
<td>per filter</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Custom Reactivated and Return GAC</td>
<td>$</td>
<td>per filter</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

Option 2 Total Bid: $__________________

Option 2 Total bid submitted in words: ______________________________________________________

Option 2 Signature of Bidder: ______________________________________________________________
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

(OPTION YEAR) PRICE PROPOSAL – YEAR 3

Please Note: Bid prices must be provided for both options below. The City will decide on which Option to exercise upon the renewal of the contract.

**Option 1**: Contractor shall offer a price per filter for the product, delivery, and all services related to the removal and disposal of spent Granular Activated Carbon (GAC) and installation of virgin GAC per the specifications for the Cambridge Water Department.

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price ($)</th>
<th>Unit</th>
<th>No. of filters</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virgin GAC</td>
<td></td>
<td>per filter</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

Option 1 Total Bid: $__________________

Option 1 Total bid submitted in words: ________________________________________________

Option 1 Signature of Bidder: ______________________________________________________

**Option 2**: Contractor shall offer a price per filter for the product, delivery, and all services related to the removal and reactivation of spent Granular Activated Carbon (GAC) and installation of virgin GAC and custom reactivated GAC per the specifications for the Cambridge Water Department.

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price ($)</th>
<th>Unit</th>
<th>No. of filters</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virgin GAC</td>
<td></td>
<td>per filter</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Custom Reactivated and Return GAC</td>
<td></td>
<td>per filter</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

Option 2 Total Bid: $__________________

Option 2 Total bid submitted in words: ________________________________________________

Option 2 Signature of Bidder: ______________________________________________________

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

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

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

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

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

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

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

Date: __________________________

(Print Name of person signing bid)

(Signature & Title)

THIS FORM MUST BE SUBMITTED WITH YOUR BID

NAME OF BIDDER: ______________________________________________________________
WAGE THEFT PREVENTION CERTIFICATION

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

Instructions for this form:

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

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

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

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

OR

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

In addition, all vendors MUST CERTIFY EACH (CHECK ALL) of the following (3-5):

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.

Continued on next page
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
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

CORI COMPLIANCE FORM

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

CERTIFICATION
The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy.

All Vendors must check one of the three lines below.

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

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

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

______________________________
(Typed or printed name of person signing Quotation, Bid or Proposal)  Signature

______________________________
(Name of Business)

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

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

THIS FORM MUST BE SUBMITTED WITH YOUR BID

NAME OF BIDDER: ________________________________________________________________
CITY OF CAMBRIDGE
WRITTEN INFORMATION SECURITY POLICY (WISP) AFFIRMATION

I, _________________________ the undersigned, hereby confirm and acknowledge to the City of Cambridge that I am aware of and understand the City of Cambridge’s Written Information Security Policy (WISP) as outlined in the link below; and shall comply with the requirements of the City of Cambridge’s WISP policy to the extent the policy applies to this contract.

https://www.cambridgema.gov/-/media/Files/informationtechnologydepartment/WISP.pdf

Date: ______________________

________________________________________
Signature of bidder/Contractor

________________________________________
Printed Name of bidder/Contractor

________________________________________
Title

THIS FORM MUST BE SUBMITTED WITH YOUR BID

NAME OF BIDDER:______________________________________________________________
City of Cambridge CORI Policy

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

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

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

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

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

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

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

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

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

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

   (a) Relevance of the crime to the position sought;
   (b) The nature of the work to be performed;
   (c) Time since the conviction;
   (d) Age of the candidate at the time of offense;
   (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.
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 Standard Compensation
2.121.050 Waivers and Exceptions
2.121.060 Notification Requirements
2.121.070 Duties of covered Employers
2.121.080 Community Advisory Board
2.121.090 Enforcement
2.121.100 Severability
2.121.110 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:
(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

NAME OF BIDDER:__________________________________________________________
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID
PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

(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

NAME OF BIDDER: ___________________________________________
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

NAME OF BIDDER: ____________________________________________
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 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.

(x) Standard benefits 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.

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.

NAME OF BIDDER: ____________________________________________________________
(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

NAME OF BIDDER: ________________________________________________________________
regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

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

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

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.090 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.
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID
PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

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.

Passed to be ordained by a yea and nay 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 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

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

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

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

For calendar year 2002, the CPI-U increased by 2.6%. Therefore the new living wage, as of March 1, 2003 is $11.37. The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is $11.44.

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

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

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

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is $12.98.
For calendar year 2007 the CPI-U increased by 1.9%. Therefore the new living wage, as of March 1, 2008 is $13.23.

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

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

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

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

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

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

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 living wage, as of March 1, 2016 is $15.04.

For calendar year 2016 the CPI-U increased by 1.47%. Therefore the new living wage, as of March 1, 2017 is $15.26.

For calendar year 2017 the CPI-U increased by 2.51%. Therefore the new living wage, as of March 1, 2018 is $15.64.

For calendar year 2018 the CPI-U increased by 3.29%. Therefore the new living wage, as of March 1, 2019 is $16.15.

For calendar year 2019 the CPI-U increased by 1.91%. Therefore the new living wage, as of March 1, 2020 is $16.46.

For calendar year 2020 the CPI-U increased by 1.13%. Therefore the new living wage, as of March 1, 2021 is $16.65.

For calendar year 2021 the CPI-U increased by 3.26%. Therefore the new living wage, as of March 1, 2022 is $17.19.

NAME OF BIDDER:
CHAPTER 2.112 CITY CONTRACTS,
SECTION 2.112.080
TRUCK SAFETY ORDINANCE

2.112.081 - Short Title.

Sections 2.112.081 to 2.112.089 may be cited as the “Truck Safety Ordinance” of the City of Cambridge.

2.112.082 Declaration of findings and policy – Scope.

The City Council hereby finds that the provisions of these sections are intended to promote the public purpose of effectively protecting Vulnerable Road Users, as defined in Section 2.112.083 below, against the risks associated with sharing the road with Large Vehicles, as defined in Section 2.112.083 below. These sections seek to minimize the potential for injury to Vulnerable Road Users, specifically relating to falling under the sides of or being caught under the wheels of Large Vehicles.

2.112.083 Definitions.

The following words shall for the purposes of these sections, unless the context clearly requires otherwise, have the following meanings:

A. “City” shall mean the City of Cambridge.

B. “City Solicitor” shall mean the city solicitor for the City of Cambridge.

C. “City Vendor” shall mean any individual, firm, business, consultant, contractor, or supplier of goods and/or services to the City of Cambridge, or any subcontractors, employees or agents thereof.

D. “Contract” shall mean any contract executed between the City and a City Vendor for $10,000 or more for goods, services, design or construction.

E. “DPW Commissioner” shall mean the Commissioner of the Department of Public Works or his or her designee.

F. “Large Vehicle” shall mean any Class 3 or above motor vehicle, trailer, semi-trailer or semi-trailer unit, with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, and are able to travel at speeds more than 15 miles per hour.

G. “Purchasing Agent” shall mean the purchasing agent for the City of Cambridge.
H. “TPT Director” shall mean the Director of the Traffic, Parking & Transportation Department or his or her designee.

I. “Vulnerable Road User” shall mean (a) a pedestrian, including but not limited to those persons actually engaged in work upon a way, or in work upon utility facilities along a way, or engaged in the provision of emergency services within the way, or (b) a person operating a bicycle, handcycle, tricycle, skateboard, roller skates, in-line skates, moped, other non-motorized or electric personal mobility or recreational device other than an automobile or motorcycle, wheelchair, personal assistive mobility device, horse-drawn carriage, motorized bicycle, motorized scooter, farm tractor, agricultural trailer, or similar vehicle designed primarily for farm use, or other motorized vehicle which has a maximum speed of less than 20 miles per hour, or (c) a person riding an animal.

2.112.084 Applicability.

A. These sections shall apply to every Large Vehicle used by a City Vendor while under a City Contract, except as provided in Section C below.

B. The City, through its Purchasing Department, shall require that all City Contracts with City Vendors for supplies, services, design and/or construction in the amount of $10,000 a year or more shall include a provision requiring compliance with these sections and all associated rules and regulations promulgated hereunder.

C. The provisions of these sections shall not apply to:

1. A motor vehicle which has a maximum speed not exceeding fifteen (15) mph;

2. A fire apparatus;

3. An emergency medical vehicle;

4. A vehicle which is being driven or towed to a place whereby previous arrangement has been scheduled to install any safety requirements for large vehicles such that it complies with these sections;

5. Vehicles used by City Vendors solely for the purpose of snow clearance or removal;

6. Vehicles used by City Vendors solely for the purpose of street sweeping;

7. Vehicles used by City Vendors solely for the purpose of street paving.

2.112.085 Requirements for Large Vehicles.

A. All Large Vehicles subject to the provisions of these sections shall be equipped with convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles in a manner consistent with these sections.
B. The DPW Commissioner and the TPT Director shall have the authority to promulgate regulations to accomplish any of the provisions of these sections, including but not limited to required specifications for convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles.

C. As future technical innovations to improve safety for Vulnerable Road Users become available, the DPW Commissioner and the TPT Director may research and test such technical innovations, and update any rules and regulations promulgated hereunder consistent with such research and tests.

2.112.086 Enforcement.

Any violation of any provision of these sections by a City Vendor shall constitute a breach of the subject contract the City Vendor has with the City and will be considered a default under such contract with the City, and shall subject the City Vendor to any and all penalties contained in such contract. Any violations of these sections shall be reported to the Purchasing Agent and the City Solicitor.

2.112.087 Waiver.

A. If the Purchasing Agent believes that extenuating circumstances exist which would prevent any City Vendor(s) from complying with the provisions of these sections, the Purchasing Agent, upon the recommendation of both the DPW Commissioner and the TPT Director, may approve a waiver of some or all of the requirements of these sections prior to issuing an invitation for bids for any procurement contract.

B. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist which would prevent a City Vendor from complying with the provisions of these sections for a specific delivery or operation, the DPW Commissioner and TPT Director may approve a limited waiver of the requirements of these sections for the specific delivery or operation not to exceed one month.

C. Waivers will be issued in a form and manner consistent with the provisions of these sections and the rules and regulations promulgated hereunder.
2.112.088 Conformity with Existing State and Federal Law and Severability

These sections shall be implemented in conformity with all applicable provisions of federal, state and local laws, and the provisions of these sections are severable; if any provision, or portion thereof, should be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

2.112.089 Effective Date

The effective date of these sections shall be six months from enactment.

In City Council November 9, 2020. Ordained by a yea and nay vote: - Yeas 9; Nays 0; Absent 0. 
Attest: - Anthony I. Wilson, City Clerk 
A true copy; 

ATTEST:- 
Anthony I. Wilson 
City Clerk
City of Cambridge  
Truck Safety Ordinance Regulations

The City of Cambridge Commissioner for Public Works (the “DPW Commissioner”) and the City of Cambridge Director of Traffic, Parking and Transportation (the “TPT Director”) hereby adopt the following Truck Safety Ordinance Regulations pursuant to the Truck Safety Ordinance, Chapter 2.112, Section 2.112.080 of the Cambridge Municipal Code (“Truck Safety Ordinance” or “Ordinance”). The provisions of the Truck Safety Ordinance, including but not limited to the definitions contained in the Ordinance, shall apply to these regulations. Additionally, for purposes of these Regulations a “Side Under-Ride Guard” shall mean a piece of equipment that is installed on a Large Vehicle between the front and rear wheels to help prevent injuries to Vulnerable Road Users, and particularly to protect against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle.

1. All Large Vehicles subject to the provisions of the Truck Safety Ordinance shall be equipped with convex mirrors, cross-over mirrors, decals, and Side Under-Ride Guards affixed to the sides of Large Vehicles in a manner consistent with the specifications detailed in Section 2 below.

2. The following technical specifications shall be met in order for equipment to meet the provisions of the Truck Safety Ordinance for Side Under-Ride Guards, convex mirrors, convex cross-over mirrors, and safety decals.

2.1 Side Under-Ride Guards

(a) Equipping Large Vehicles with Side Under-Ride Guards

Large Vehicles must be constructed or equipped in such a way as to offer, throughout their length, effective protection to Vulnerable Road Users against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle. This requirement may be considered satisfied:

1) if the Large Vehicle is equipped with Side Under-Ride Guards in accordance with the requirements of Section 2.1(b) and depicted in diagram (1) below, or if

2) the Large Vehicle is designed and/or equipped such that by virtue of its shape and characteristics, its component parts can be incorporated and/or regarded as a replacement for the Side Under-Ride Guards, but the component parts’ combined functions must satisfy the requirements set out in Section 2.1(b) and diagram (1) below.
Side Under-Ride Guards may use horizontal rails or a continuous flat surface that meets the following requirements:

1) The lower edge of Side Under-Ride Guards shall at no point be more than twenty-one and one-half (21.5”) inches above the ground. It is preferred that the lower edge be no more than thirteen and eight tenths (13.8”) inches above the ground.

2) The upper edge of Side Under-Ride Guards shall be no more than fourteen (14”) inches below the structure of the vehicle as shown in the top schematic in diagram (1), which on a vertical plane must be tangential to the outer surface of the tires, as shown in the middle schematic in diagram (1).

3) The rear and forward edges of Side Under-Ride Guards shall not be more than twelve (12”) inches from the tire on the wheel immediately adjacent to the Side Under-Ride Guards, as shown in the middle schematic in diagram (1).

4) Every Side Under-Ride Guard shall be essentially rigid and securely mounted and shall not be subject to loosening due to vibration in normal use of the vehicle. Side Under-Ride Guards shall be capable of withstanding a force of 440 pounds applied perpendicularly to any part of its surface by the center of a ram the circular face of which is not more than eight and one half (8.5”) inches in diameter.

5) No part of a Side Under-Ride Guard shall be subject to deflection by more than six (6”) inches by the ram referenced above, as shown in the bottom schematic in diagram (1), and

6) No part of a Side Under-Ride Guard which is less than ten (10”) inches from its rear edge shall be subject to deflection by more than one and one quarter (1.25”) inches from the ram referenced above, as shown in the bottom schematic in diagram (1).
2.2 Convex Mirrors

Large Vehicles must be equipped with convex mirrors to enable the operator of the Large Vehicle to see all points on an imaginary horizontal line which is three (3') feet above the road, starting from five (5') feet directly behind the placement of the convex mirror, and which view extends rearward beyond the full length of such large vehicle on both the left and right sides of the Large Vehicle.

2.3 Cross-Over Mirrors

Large Vehicles must be equipped with a convex cross-over mirror on the front of the vehicle to enable the operator of the Large Vehicle to see any person or object at least three (3') feet tall passing in front of the vehicle.

2.4 Safety Decals

Large Vehicles must be equipped with a minimum of two (2) safety decals on the rear of the Large Vehicle, two (2) safety decals on the left side of the Large Vehicle, and two (2) safety decals on the right side of the Large Vehicle.
Vehicle, that warn Vulnerable Road Users of blind spots, with the following requirements:

(a) Decals must be “safety yellow” in color.
(b) Decals must include language or images warning of the blind spot locations on the vehicle.
(c) Decals on the sides of Large Vehicle must be placed on or within one (1’) foot of the Side Under-Ride Guards.

3. Compliance

3.1 All Large Vehicles subject to the Ordinance and these Regulations shall comply with these Regulations and the City of Boston Code of Ordinances, Chapter 4, Section 4-8, and shall have all convex mirrors, cross-over mirrors, Side Under-Ride Guards, and decals inspected and approved by the City of Boston Inspectional Services Department. Upon successful completion of the inspection and approval by the City of Boston, all Large Vehicles shall be affixed with the City of Boston Inspectional Services Department’s compliance certification sticker (“Sticker”).

3.2 A fee to cover the costs associated with the City of Boston’s inspection and Sticker shall be determined by the City of Boston Commissioner of the Inspectional Services Department and paid by the applicant / owner of the Large Vehicle.

3.3 Certification and receipt of the City of Boston Sticker must occur prior to any delivery of supplies, services, design and /or construction within the City of Cambridge by any Large Vehicle subject to the requirements of the Ordinance and these Regulations.

3.4 Any Large Vehicle that already has a current City of Boston Sticker does not need to submit to further inspection by the City of Boston Inspectional Services Department until two years has passed since its original certification, unless the convex mirrors, cross-over mirrors, Side Under-Ride Guards, or decals have been damaged, worn, removed, replaced or modified in any way since the last inspection.

3.5 Large Vehicles must display their Sticker, which shall denote the year of inspection. Inspections and Stickers must be updated biennially.

By: ____________________________
Owen O’Riordan
Commissioner of Public Works

Date: ____________________________

By: ____________________________
Joseph Barr
Director of Traffic, Parking and Transportation

Date: July 1, 2021
FILE NO. 10235 Granular Activated Carbon Filter Media Exchange; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 7, 2022.

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.

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. Vendor agrees that it shall comply with the Truck Safety Ordinance, contained in Section 2.112.080, et seq., of the Cambridge Municipal Code, and all associated rules and regulations promulgated thereunder, if this contract is for an amount equal to or in excess of $10,000 per year.

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 __10%__ 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, gender identity, 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.

Article XII. Electronic Signatures. This Contract and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such amendment for all purposes.

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

The City: ____________________  The Contractor: ____________________

City Manager ____________________  Signature and Title ________________

Purchasing Agent ____________________

Approved as to Form: ____________________

City Solicitor ____________________

NAME OF BIDDER: ________________________________________________