

FORMAL BID			
FILE NO.: 4165	Item/Schedule		
COMMODITY: Refurbish Ladder Three Fire Truck	Term of Contract		
NAME OF BIDDER:	Options		
BIDDER'S FED. ID.	Perf Bond Yes No	Payment Bond Yes No	Insurance Yes No

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, JANUARY 17, 2008**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, January 31, 2008**. **The bid may be downloaded off the City's web site, www.cambridgema.gov, Online Services, Current Bid List.**

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 Formal Bid and all attachments hereto. **"The submitted bid must be without conditions or exceptions or modifications to the bid document".**

The envelope containing the bid must be labeled: "This envelope contains a bid for **"Refurbish Ladder Three Fire Truck"** opened at **11 :00 A.M. on Thursday, January 31, 2008**. **The bid and all documents submitted with it are public records.**

The bid submitted must be accompanied by a BID DEPOSIT in the form of a bid bond or a treasurer's, certified or bank check made payable to the City of Cambridge in the amount of 15% of the total bid.

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 Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

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

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

NAME OF BIDDER: _____ 1

GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.
- MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

NAME OF BIDDER: _____ 2

City of Cambridge
Purchasing Department

TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to provide all labor and equipment necessary to Refurbish Ladder Three Fire truck for the Cambridge Fire Department, all in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period. One award will be made as a result of this formal bid. A contract will be awarded to the responsive and responsible bidder offering the lowest total price.

Contract will be awarded within forty-five days, unless award date is extended by consent of all parties concerned.

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 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.

NOTE: In accordance with the City's recycling policy, these bid pages are printed on both sides.

A sample contract is attached hereto. The contract for the specified apparatus shall be directly with the **City of Cambridge, Massachusetts** and the manufacturer. Contracts with dealers or representatives of the manufacturer will not be executed.

Living Wage Requirement

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, 2006 \$12. 98 per hour. The Living Wage Requirements are attached.

Attention is called to the insurance and bond requirements herein.

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Confidentiality and Public Records Law

Under the Massachusetts General Laws, the City cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this Invitation to Bid. Thus vendors who choose to submit confidential information do so at their own risk.

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 Chapter 119, Massachusetts Statutes.

Questions

All questions concerning this IFB must be submitted in writing. All questions must be submitted no later then Wednesday, January 23, 2008. An addendum will be issued to notify all bidders of the questions and answers.

**Fax all questions to fax # 617-349-4008.
Cynthia H. Griffin, Purchasing Agent**

NAME OF BIDDER: _____ 3

Bid Deposit

The bid submitted must be accompanied by a BID DEPOSIT in the form of a bid bond or a treasurer's, certified or bank check made payable to the City of Cambridge in the amount of 15% of the total bid.

Performance Bond

To guarantee the faithful performance of any contract entered into pursuant to the bid document, the successful bidder will be required to provide a performance bond in the sum of 100% of the value of the contract from a surety company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Official.

Scope of Services

The purpose of the Invitation to Bid is to obtain from qualified vendors price proposals for the Refurbishment of the Ladder Three Fire Truck. The services shall include the pick up, refurbishment and delivery of a complete apparatus equipped as specified this Invitation to Bid.

The pick up and delivery of the apparatus from and to the Cambridge Fire Department is the sole responsibility of the successful bidder (Contractor). The successful bidder (Contractor) will provide their own license plates and adequate insurance for transport. Any damage to the vehicle in transit will be the responsibility of the contract holder.

These specifications shall cover only the general requirements as to the type of work and test to which the apparatus shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder (Contractor) shall conform.

Ladder Three truck, Make, Model and Year

1994 Pierce Arrow 105 ft. Pal Aerial Ladder Truck.

VIN: 4P1CA02G4RA00456

The vehicle was purchased in June 1994 and currently has approximately 59,500 miles on the odometer.

Inspection

The contractor (vendor awarded the contract) shall pick the apparatus up from the Cambridge Fire Department and deliver it to the Contractors service location. Once at the Contractor's service location the contractor will be required to perform the following inspections before the refurbishment shall begin.

- Chassis
- Electrical
- Road Test
- Aerial Device

After the Contractor has completed the Chassis, Electrical, Road Test & Aerial inspections, the Contractor shall provide in writing to the City of Cambridge Fire Department any additional work that may be necessary or deficiencies that have not been specified in this Invitation to Bid. The Contractor shall not provide any additional services without written approval by the City of Cambridge Fire Department in the form of an Amendment to the Contract.

Commercial General Liability Insurance

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage subject to the terms and conditions of the policy. **The policy shall name the City of Cambridge as an additional insured.**

Commercial Automobile Insurance

The successful bidder shall, during the performance of the contract keep in force at least the following minimum limits of commercial automobile insurance:

Each Accident:	\$1,000,000
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Coverage shall be written on a Commercial Automobile form.

Umbrella/ Excess Liability Insurance

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance.

Aggregate:	\$25,000,000
Each Occurrence:	\$25,000,000

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies. The City of Cambridge shall be named as an additional insured on the General Liability policy. The required limits can be provided by one or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverage's listed above along with its contract. The certificate shall be made out to the purchaser. The Certificate of Insurance shall endeavor to provide that owner be given 30 days advance notice of cancellation or nonrenewable change in coverage.

ISO Compliance

The manufacturer shall operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization of Standardization (ISO)" specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid.

Inspection Trip

The bidder shall provide one (1) factory inspection trip for four (4) members of the Cambridge Fire Department. The inspection trip shall be scheduled at times mutually agreed upon between the manufacturer's representative and the City. All travel and lodging costs shall be the responsibility of the bidder.

Service Center

In order to minimize out of service time the bidder shall have the capability to repair all major components with-out the need to transport the apparatus to other locations. The bidder shall maintain a factory authorized service center with-in 50 miles of the Cambridge Fire Department.

The service center shall have the following minimum qualifications:

1. Minimum 10 years of continuous ownership and management
2. Total in-house body shop capability
3. Minimum 40 foot down draft paint booth with environmental approval
4. Pump mechanics certified by the pump manufacturer
5. Automotive electricians trained by the apparatus factory
6. PRO_LINK 9000 analytical device with current software
7. Lap top shop computer with current multiplex analytical software and wireless modem for direct truck to factory communication
8. Full time body repair and automotive paint staff
9. Certified Master **ASE** and **EVT** Technicians. Please submit these certificates with your bid.
10. Warranty center for Caterpillar, Cummins, Detroit Diesel, Allison Transmission, Hendrickson, Meritor, Waterous, and Hale Pumps
11. Computerized parts listing
12. Aerial and hydraulic repair specialists
13. 24 Hour Road & Towing service vehicle
14. VIS Check Diagnostic analyzer for drive line inspection
15. DOT & Massachusetts Inspection Station
16. Hunter Laser Truck Alignment System
17. Robinair Air Conditioning Analyzer
18. Massachusetts Certified Air conditioning Technician

OEM Parts

All components that are utilized shall be OEM (Original Equipment Manufacturer) parts to insure quality and durability of the apparatus.

Cab Repairs

The cab will be removed from the chassis. All cab mounts and substructure will be repaired and reinforced as required. All cab mounting hardware will be replaced.

All electrical harnesses will be inspected. All harness connectors will be inspected and cleaned.

All cab interior lights and DOT lights will be repaired or replaced as required. (See lighting section)

All lights, handrails, window glass etc will be removed in preparation for paint.

Both front windshields will be removed. Passenger's side windshield opening will be repaired for proper windshield fit.

All cab door hardware and window regulators will be replaced, including the window channels.

All four-cab doors will be fitted with stainless steel panels. These panels will be split one-third top, two-thirds bottom for repair access.

The cab door rubber will be replaced.

The entire exterior of the cab will be inspected with any cracks, dents or corrosion repaired.

The exterior surface of the cab will be sanded in preparation for paint.

Cab door hinge pins will be welded to prevent pins from working out.

Check engine mounts and bolts. Bolts were replaced 9/07.

Cab seat belts will be replaced with new orange style.

Engine doghouse insulating cover will be replaced including latches.

Rear seating will be reupholstered.

Front bumper rock shield and existing compartment will be replaced. A new painted steel bumper will be installed as Job number 18887. Front bumper lights will not be installed.

Air storage tanks will be checked for corrosion and rust and replaced if necessary. All airlines lines will be checked and replaced if necessary.

An auto lube system for chassis components will be installed.

Body

The truck body will be completely removed from the chassis. The body will be stripped of all components, cleaned, and sandblasted as required in preparation for repainting.

All rust, corrosion, cracks, dents etc will be repaired. Any severely corroded sheet metal that cannot be repaired will be cut out and replaced.

All body substructure and mounts will be inspected and repaired as required.

All compartment doors will be removed from the body and all hinges, hardware etc will be removed from the doors. Damaged hinges will be replaced as required. All door props and limiters will be replaced.

The compartment door rubber will be replaced.

The interior of all compartments will be cleaned, with Line X liner applied to all interior compartment surfaces. The Line X will also extend to the sill area of each compartment in lieu of a stainless steel sill. The color of the Line X shall be red.

Stainless steel scuff plate will be installed on the inside pan of each vertically hinged door.

Two SCBA bottle compartments will be installed each side of body between the tandem axles. The interior of these compartments will have an application of Line X liner extending to the front sill area. The Line X will not block any drain holes. Existing SCBA storage sleeves will be treated for rust and Line X applied. The existing warning light will be moved and changed to LED per specs.

Generator will be load tested. The generator will be removed with both the fuel supply and return lines replaced.

A compartment was fabricated and installed by the department repair shop. This compartment needs to be checked for structural integrity, proper welding, and painted to match the body except the door.

New stainless steel rub rail will be installed on the body same as existing.

Body Wiring

All body wiring harnesses will be inspected. All harness connections will be inspected and cleaned. Any faulty connectors will be replaced. (See lighting section)
Battery cables will be replaced; 12V-charging line from batteries to alternator will be replaced along with related solenoids.

All compartment lights, door switches, pump lights, step lights, and DOT lights, etc. will be inspected, repaired, or replaced as required.

Rear Roll Up Door

The existing rear door will be removed and replaced with a new roll up door, and a new City Seal applied.

Engineer's Compartment Repaint

The Engineer's compartment module will be removed from the truck.

The exterior of the engineer's compartments will be sanded, primed, painted, and buffed to match the original color.

The bottom of the engineer's compartment module will not be painted but will be power washed and under coated.

The interior of the engineer's compartment will be sanded and coated with LINEX

Aluminum Treadplate

All removable aluminum endplate on the cab and body including the aerial access steps at the rear and on the turntable will be replaced with new anti-slip treadplate. Any structural damage that would affect the above will be repaired.

Fender Crowns

Stainless steel fender crowns will be installed at body wheel openings.

Rear Aerial Control Box

The aerial control box at the rear of the body will be enclosed or sealed as required to prevent road dirt, water, mud etc from entering.

NAME OF BIDDER: _____ 8

Aerial Device Rebuild and Repaint

Prior to any disassembly the aerial device will be inspected and tested by Underwriters Laboratories to determine the basic condition of the device. The report shall be made to the Chief of the Department.

The ladder device will be disassembled, sandblasted, and inspected.

The turntable will be removed disassembled, sandblasted, and inspected.

The damaged turntable substructure will be replaced as required.

Damaged access stairs and all railings will be repaired and replaced.

The outriggers will be removed and disassembled with all components inspected.

The torque box and outrigger housing will be sandblasted and inspected.

The existing steel hydraulic lines will be removed and replaced with heavy-duty flexible hydraulic hose.

The existing diverter valve will be replaced.

The existing ladder load gauge will be replaced.

The existing intercom system will be replaced.

The main ladder heel pins will be replaced.

The lift cylinder pins will be replaced.

The trunion bearings for the lift cylinders will be replaced.

The top and bottom main bearing bolts will be replaced.

Outrigger jack pins will be replaced.

The ladder extension/retraction cables will be replaced.

The sheave pins and retainers will be replaced.

The electrical cables and accessories will be replaced.

The ladder cylinders will be rebuilt.

The outrigger cylinders will be rebuilt.

The center post swivel will be rebuilt.

The outrigger control valves will be replaced and replumbed.

The aerial waterway will be resealed and support brackets replaced.

The aerial hydraulic pump will be replaced.

Corrosion exists on the rotation motor. Corrosion need to be addressed with the motor and housing returned to OEM specs.

The hydraulic oil and filter will be replaced.

NAME OF BIDDER: _____

The PTO will be replaced.

The outrigger hoses will be replaced.

The turntable hoses will be replaced.

The ladder-rung covers will be replaced with new style covers.

The ladder section wear pad will be replaced.

The complete ladder device to include outriggers will be painted to match original.

A 16' roof ladder will be furnished and installed behind the boom sign.

After reassembly and adjustment the ladder will be final inspected by a 3rd party.

An NFPA compliance certificate will be issued and sent to the Cambridge Fire Department.

Lighting

A certified NFPA warning light package will be installed on the cab and body. The lighting package will match as close as possible the fire department's new Engine 5. (Job #18887)

The upper zone lighting will be Federal Viewpoint front and rear, same as new Engine 5. (Job #18887)

The lower zone lighting will be Whelen series 600 LED lights.

New Whelen LED rectangular tail/turn/stop lights will be installed on the rear.

Directional and marker lights are to be LED.

The 110-volt outlets will be replaced with new outlets same as existing, and with plastic covers.

All items removed from the truck will be saved and returned to the Fire Department upon completion of the project.

Paint

The complete cab and body exterior will be primed and painted the same color as original. The cab will be painted two-tone to match original.

The body and cab will be painted while off the chassis to ensure complete paint coverage.

The bottom of the apparatus body, corroded areas on the cab, and any areas that are corroded will be sandblasted and treated to halt any further corrosion.

The body and cab will be clear coated.

The frame, wheels, torque box, and outriggers will be painted job color.

The ladders, waterway piping, control console, and turntable will be painted white to match original.

The tip of the ladder will be painted green to match existing.

Upon completion of the paint process the truck will be reassembled with an emphasis on corrosion prevention.

Under Coating

The frame rails cross members, frame brackets, torque box etc will be undercoated as required while the body and cab is off.

The bottom of the cab, body, and torque box will be undercoated by Ziebart (same process as new trucks) to inhibit future corrosion.

Warranty

The body and cab paint will be covered by a one-year warranty.

The aerial device rebuild will be covered by a one-year warranty on all new parts and a 90-day warranty on all rebuilt parts.

Graphics

The gold leaf lettering and striping will be totally encapsulated between two (2) layers of clear vinyl. The gold leaf will have a 3-year warranty.

New fire department seals will be furnished by the Cambridge Fire Department and installed to match the current graphic scheme of Ladder 4. (Job #12550)

New genuine gold leaf lettering and striping will be installed to match as close as possible to the exiting.

An NFPA approved reflective Scotchlite band will be installed on the cab and body to match original.

Lettering will be installed on each outrigger that will read "Pull Pins".

Exterior compartment numbers will start on the most forward compartment on the driver's side. The numbering will continue down that side to the rear picking up on the passenger side rear to the front most compartment. High side numbering will be in sequence.

Final Inspection

Prior to delivery, the truck will be road tested, aerial tested, and tested for all electrical functions.

All fluid levels including fuel tank will be topped off. All tire pressures will be checked.

All items removed from the truck will be saved and will be available to the fire department upon completion of the project.

QUALITY REQUIREMENTS

A " NO" response or a failure to respond to any of the following Quality Requirements may result in a rejection of your bid.

1. Bidder has an established reputation in the field of fire apparatus construction and rehab and has been in business for a minimum of 10 years.

Yes No
2. The bidder has a factory authorized service center with-in 50 miles of the Cambridge Fire Department.

Yes No
3. The bidder has submitted with bid their current Certified Master ASE and ECT Technicians Certifications as specified in item number nine of the " Service Center" section of the bid document.

Yes No
4. The body and cab paint will be covered by a one-year warranty. The aerial device rebuild will be covered by a one-year warranty on all new parts and a 90-day warranty on all rebuilt parts.

Yes No
5. It is true that the bidder is currently not in Bankruptcy.

Yes No
6. Bidder can provide, upon request, proof of financial solvency.

Yes No

Bid Submission Requirements

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

1. Bidder shall provide at least four references (names, addresses and telephone numbers) evidencing experience with a project of equivalent nature, scope and size. References must be from a City, State or Government entity. Each reference should include the following details: Name, Address, Contact Person and Telephone Number. In addition, the City reserves the right to use itself as a reference. A bid maybe rejected on the basis of one or more references reporting poor past performance by the bidder.
2. Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.
3. Bidder shall detail the location of the factory authorized service facility where the work is to be preformed. Please submit evidence showing that the service facility meets the requirements specified (items 1-18) in the Service Center section of this bid document.
Please submit with your bid the current Certified Master ASE and EVT Technician Certifications (NO EXCEPTIONS)

PRICE PROPOSAL

Total lump sum to Refurbish Ladder Three Fire Truck including all
Transportation, labor, equipment, warranties and travel listed in this Invitation to bid.

Total Lump Sum

\$ _____

Total Lump Sum: \$ _____

Total Lump Sum in words: _____

Signature of Bidder: _____

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

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

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

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

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

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

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

(Print Name of person signing bid)

(Signature & Title)

Name of Company

Address

City

State

Zip Code

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

2.121.010	Title and Purpose
2.121.020	Definitions
2.121.030	Living Wage
2.121.040	Waivers and Exceptions
2.121.050	Notification
	Requirements
2.121.060	Duties of covered
	Employers
2.121.070	Community Advisory
	Board
2.121.080	Enforcement
2.121.090	Severability
2.121.100	Effective Date

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

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

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or

other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

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

(c) "Beneficiary" means:

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

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

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

(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 employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

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 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.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

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

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

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

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

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

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

- (2) work-study or cooperative educational programs;
- (3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.
- (4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;
- (5) positions where housing is provided by the employer;
- (6) employees who are exempt from federal or state minimum wage requirements; and
- (7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 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.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered 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;
- (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, 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 as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered 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.

2.121.070 Community Advisory Board.

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

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of

the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

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

(d) 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.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

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

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by

paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

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

2.121.090 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.

2.121.100 Effective Date.

FILE NO. 4165- REFURBISH LADDER THREE FIRE TRUCK- FILE NO. 4165 - THURSDAY,
JANUARY 31, 2008 @ 11:00 AM

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

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.

**City Of Cambridge
Articles Of Agreement**

Commodity:

File Number:

State Contract:

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

Address:

Telephone, Fax, E-mail:

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

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

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

Contract Value:

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

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

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

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

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

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

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 5% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

Approved as to Form:

The Contractor:

Donald A Drisdell
City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent