

City of Cambridge

Purchasing Department

Cynthia H. Griffin Purchasing Agent

October 11, 2012

SNOWPLOWING AND HAULING SERVICES
BETWEEN THE CITY OF CAMBRIDGE AND

NOVEMBER 1, 2012 - MAY 1, 2013

The City of Cambridge has accepted your application to perform snowplowing and snow hauling services with the vehicles listed on the attachment hereto, pursuant to the City of Cambridge's bid for snowplowing and hauling services File No. 5940.

Please sign and return each set of four copies to this office without delay. All signatures must be original. After the City has countersigned the contract, one copy will be returned to you for your files.

Please note that there is no contractual obligation on the part of the City until such time that the contract is fully executed.

CONTRACTOR:	FOR THE CITY OF CAMBRIDGE:
Name:	ay Guffi
Signature	CYNTHIA H. ORUFIN PURCHASING AGENT
Address:	futw bealy
Telephone Number:	CITY MANAGER
Email:	e e
BIDDER'S FED. ID.	

CITY OF CAMBRIDGE

SNOW PLOWING AND SNOW HAULING SERVICES

The City of Cambridge is seeking independent contractors to provide snow plowing and snow hauling services for the City as follows:

CONTRACT PERIOD: NOVEMBER 1, 2012 THROUGH MAY 1, 2013

DESCRIPTION:

Contractors will provide individuals, trucks and equipment necessary to perform snow plowing services. Equipment is to include trucks for snow plowing complete with plows and necessary drivers, dump trucks complete with tailgates and such additional side boards so as to provide a minimum body height of 3'6" and complete with necessary drivers, complete with blades and/or

buckets for snow plowing.

INFORMATION REQUIRED: Contractors must submit the information application provided by the city and a copy of current vehicle registration for all vehicles and current license for all drivers that will be used for this service, W-9, Cori Compliance Form, Anti-Collusion/Tax Compliance Form, Insurance and Worker's Compensation Insurance or Affidavit.

LIVING WAGE REQUIREMENTS: The City of Cambridge has Living Wage Requirement that established minimum hourly rates for all personnel that work inside the city limits. The city of Cambridge living wage as of March 1, 2012 is \$14.28 per hour. The living wage requirements are attached.

INSURANCE: Each Contractor must provide evidence of automobile liability insurance covering all automobiles and registered vehicles. Commercial liability insurance "mobile equipment" and for injury due to an accident caused by snow plowers' work (bobcats, backhoes, front end loaders, etc.) and worker's compensation (if applicable-if not applicable contractor must sign affidavit provided by the city).

A contract with the City for these services does not guarantee that the services will be utilized. Contractors will be called depending on the needs of the City.

DEADLINE: Applications must be received in the Purchasing Department no later than Thursday November 1, 2012 by 5:00p.m.

The City will consider extending the deadline if necessary.

Incomplete Applications will not be accepted.

CYNTHIA H.GRIFFIN PURCHASING AGENT

City of Cambridge Purchasing Department

The City of Cambridge is seeking independent contractors to provide snow plowing and/or snow hauling services on an as-needed basis as follows:

CONTRACT PERIOD:

November 1, 2012 through May 1, 2013

DESCRIPTION:

Contractors will provide individuals, trucks and equipment necessary to perform snow plowing and snow hauling services. Equipment will include trucks for snow plowing complete with plows and necessary drivers, dump trucks complete with tailgates and such additional side boards so as to provide a minimum body height of 3'6" and complete with necessary drivers, complete with blades and/or buckets for snow plowing.

MEETING WITH DEPARTMENT

OF PUBLIC WORKS:

ALL bidders are requested to attend a meeting on Tuesday October 16th at 4:00p.m., in the Department of Public

Works Frazier Building Conference Room, 147 Hampshire Street, Cambridge, Massachusetts.

CONTRACT PRICES:

Prices are set by the City as follows and shall remain fixed for the duration of the contract. Please note that the City does

not pay overtime rates.

CONTRACT AMOUNT:

A contract with the City for these services does not guarantee that the services will be utilized. Contractors will be called

depending on the needs of the City.

CONTRACT PRICES:

: -1)	2-Axle Truck, 20,000 to 30,000 lb GVW, w/10' Plow	\$110.00
2)	2 or 3 Axle Truck, Min 31,000 lb GVW w/10' Plow	\$130.00
3)	2 Axle Truck, 20,000 - 30,000 lb GVW, w/10' Plow & Salt Spreader; 6 Yd Body Minimum (Only if Requested)	\$155.00
4)	2 or 3 Axle Truck, Min 31,000 lb GVW, w/10' Plow & Salt Spreader; 10 Yd Body Minimum (Only if Requested)	\$165.00
5)	18 Wheeler Dump Trailer (Hauling Salt or Snow When Requested)	\$105.00
6)	10 Wheeler Dump (Hauling Salt or Snow When Requested)	\$80.00
7)	Tri-axle Dump (Hauling Salt or Snow When Requested)	\$95.00
8)	4 Wheel Drive Pick-up, Min 7,500 lb GVW w/8' Plow min.	\$80.00
(9)	4 Wheel Drive Pick-up, Min 9,200 lb GVW w/8' Plow min.	\$95.00
10)	2 Axle Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow Min	\$105.00
11)	2 Axle Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow & Salt Spreader; 2 Yd Body Minimum (Only if Requested)	\$130.00
12)	Bobcat or SCAT Truck (Must Include Blade, Bucket, Brush and Snow Blower)	\$109.00
13)	Small Front-end loaders (size comparable to a John Deere 244J or CAT 906) Rubber Tire 4-Wheel Drive Backhoe w/9' Plow Minimum (Size comparable to	\$115.00
14)	Case 580, John Deere 310, Cat 420 or equal) Front-End Loader, Minimum 3 cy Bucket w/9' Plow Minimum (1 1/2 cy when	\$150.00
15)	requested)	\$180.00
16)	Gradali	\$135.00
17)	Rubber Tire Excavator w/1 cy Clean Up Bucket (Size of Cat 316 or equal)	\$135.00
18)	Small Bulldozer Used for Stockpiling Snow (Size of Cat D-3 or equivalent)	\$126.50
19)	Large Bulldozer Used for Stockpiling Snow (Size of Cat D-6 or equivalent)	\$180.00
20)	Large Front-End Loader, Minimum 4 cy Bucket	\$160.00
21)	Grader for Plowing Snow	\$140.00
22)	INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS	\$35.00
23)	INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS	\$25.00
	Dage 3	

SPECIFICATIONS: The work to be performed under these contracts shall be in accordance with the following specifications and conditions:

- a. All trucks used by the Contractor for plowing snow must have a manufacturer's rating of three (3) tons or more.
- b. It is specifically understood that all equipment shall be in A-1 condition capable of performing work without unforeseen breakdown.
- The City reserves the right to reject any equipment older than model year 1995.
- d. Should a breakdown occur to equipment owned by the Contractor, credit shall be allowed only up to conclusion of the half hour in which breakdown occurred.
- e. All contractors shall be responsible for filling their vehicles or equipment with diesel fuel, gasoline or motor oil. The City will not provide fuel.
- f. It is understood that all snow plowing contractors shall report with fully equipped vehicles, including and plows, ballast and fuel.

 Ballast materials will NOT be supplied by the City. Salt and de-icing material will be supplied by the City of Cambridge for salters hired by the City for that purpose only.
- g. Plowing and hauling time will be computed and credited in the following manner:

Plowing time will commence when hired truck has checked in with the Public Works Operations Supervisor or his/her authorized assistant.

The Contractor shall report to the Public Works Yard at 147 Hampshire Street, or designated starting location, within one hour after being notified to report or at a time determined by the City and at which time each operator will check in with the City supervisor and will receive a pre-printed Snow Ticket work slip noting the time and equipment number and registration. If the Contractor responds within the one hour time frame or at specified time, a one-hour hook-up fee at the unit rate of the equipment ordered shall apply.

NOTE: As noted above, The Department of Public Works will give each driver a pre-printed Snow Ticket work slip. Upon checkout, the driver **must** fill out and hand in a Snow Ticket with check-in time, checkout time, truck number and other pertinent information to the Public Works Operations Supervisor or his/her authorized assistant.

Plowing time will be terminated when hired truck has checked in with the timekeeper or his/her authorized assistant.

- h. Manufacturer's ratings on all equipment used must be certified by the company from which such equipment was purchased.
- The Contractor's equipment must be covered by the types of insurance specified herein for the protection of the City of Cambridge while performing services for said City.
- Contractor shall assure compliance of its equipment and drivers with all federal, state and local regulations, including but not limited to the Registry of Motor Vehicles and the U.S. Department of Transportation.
- k. It is understood that during snow plowing it shall be the responsibility of the Contractor to direct its operators to check both in and out with the Public Works Supervisor. All drivers, operators and other personnel on duty must sign a Snow Operations ticket when dismissed at the end of the operation.
- I. The City reserves the right to terminate the Contractor's services if the driver or operator cannot be located or does not respond when contacted during a storm.
- m. All vehicles must be equipped with cell phones at no additional cost to the City. Phone numbers must be reported to the Snow Operations Supervisor.
- n. The Contractor must provide a fully qualified, licensed and responsible driver for each vehicle. The contractor must provide the name of each driver/operator to the Public Works Supervisor overseeing the route and all licenses must be made available for inspection any time during a snow plowing operation assignment.

SNOW PLOWING AND HAULING SERVICES

FILE NO. 5940 - Thursday November 1, 2012 @ 5:00p.m.

o. All Contractors must provide the state vehicle registration showing equipment type, gross vehicle weight and license plate number for vehicles and heavy equipment.

INVOICES:

Invoices must be submitted to the Department of Public Works within ten days of performing services. Each invoice must include the following information: Contractor's name, address and telephone number, snow ticket number, number of hours worked, date(s) worked, type of truck or equipment, vehicle registration number and unit price per hour. A copy of each snow ticket must be included with the invoice. Please include travel time in the number of hours billed if you are eligible per Section (f) above. Contractors may use the format on the attached sample invoice if desired. Please do not submit handwritten invoices.

INFORMATION REQUIRED: Contractors must submit the information application provided by the city and a copy of current vehicle registration for all vehicles and current license for all drivers that will be used for this service, W-9 Form, Cori Compliance Form, Anti-Collusion/Tax Compliance Form, Insurance and Worker's Compensation Insurance or Affidavit.

LIVING WAGE:

The City of Cambridge has Living Wage requirement that establishes minimum hourly rates for all personnel who work inside the City limits. The City of Cambridge's Living Wage as of March 1, 2012 is \$14.28 per hour. The Living Wage requirements are attached.

INSURANCE:

Each contractor must provide evidence of insurance covering commercial liability, automotive (for all owned, non-owned, leased and hired vehicles) and worker's compensation (if applicable-if not applicable contractor must sign affidavit provided by the City).

CYNTHIA H. GRIFFIN PURCHASING AGENT

SEE ATTACHED INFORMATION FORM

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

Title and Purpose
Definitions
Living Wage
Waivers and Exceptions
Notification
Requirements
Duties of covered
Employers
Community Advisory
Board
Enforcement
Severability
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 the services, receives 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 representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized by the Commonwealth law 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-forprofit 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. Chapter 30B contract waivers, 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 production by the employer of such required to evidence as 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.

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.

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.

SNOW PLOWING AND CLEARING INFORMATION FORM (4 PAGES)

	•	
VENDOR NAME:		

THIS FORM MUST BE SUBMITTED WITH FOUR ORIGINAL CERTIFICATES OF INSURANCE EVIDENCING THE EXISTENCE OF THE POLICIES SET FORH IN THE SPECIFICATIONS FOR EACH ITEM, CHECK OFF WHETHER YOU WILL PROVIDE SNOW PLOWING, SNOW CLEARING OR BOTH SERVICES.

FOR EACH ITEM COMPLETE WITH SNOWPLOWS, CHAINS, BALLASTS AND NECESSARY DRIVERS; DUMP TRUCKS COMPLETE WITH 6-YARD MATERIAL SPREADERS AND NECESSARY OPERATORS:

USE ADDITIONAL PAGES IF NECESSARY

			CHECK ON	E OR BOTH				
ITEM 1)	EQUIPMENT · 2-Axle Truck, 20,000 to 30,000 lb GVW w/10' Plow	PRICE PER HOUR \$11.0.00	SNOW PLOWING	SNOW CLEARING	TRUCK MFR	MODEL NO.	VEHICLE REG. #	G.V.W. RATING AS FILED WITH RMV
2)	2 or 3 Axle Truck, Min 31,000 lb GVW w/10' Plow	\$130.00						
3)	2 Axle Truck, 20,000 - 30,000 lb GVW, w/10' Plow & Salt Spreader; 6 Yd Body Minimum (Only if Requested)	\$155.00						
4)	2 or 3 Axle Truck, Min 31,000 lb GVW, w/10' Plow & Salt Spreader; 10 Yd Body Minimum (Only if Requested)	\$165.00						
5)	18 WHEELER DUMP TRAILER (Hauling Salt or Snow When Requested)	\$105.00						
6)	10 Wheeler Dump (Hauling Salt or Snow When Requested)	\$80.00						

USE ADDITIONAL PAGES IF NECESSARY

ITEM	EQUIPMENT	PRICE PER HOUR	SNOW PLOWING	SNOW CLEARING	TRUCK MFR	MODEL NO.	VEHICLE REG. #	G.V.W. RATING AS FILED WITH RMV
7)	TRIAXLE DUMP (Hauting Salt or Snow When Requested)	\$95.00						
8)	4 Wheel Drive Pick-up, Min 7,500 lb GVW w/8' Plow min.	\$80.00						
9)	4 Wheel Drive Pick-up, Min 9,200 lb GVW w/8' Plow min.	\$95,00	V	<u> </u>	GMC. G.M.C.	Sierra 3500 GMT 400		9,200
10)	2 Axie Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow Min	\$105.00						
11)	2 Axle Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow & Salt Spreader; 2 Yd Body Minimum (Only if Requested)	\$130.00						
12)	Bobcat or SCAT Truck (Must Include Blade, Bucket, Brush and Snow Blower)	\$109.00						
13)	Small Front-end loaders (size comparable to a John Deere 244J or CAT 906)	\$115.00						

USE ADDITIONAL PAGES IF NECESSARY

ITEM 14)	EQUIPMENT Rubber Tire 4-Wheel Drive Backhoe w/9'	PRICE PER HOUR	SNOW PLOWING	SNOW CLEARING	TRUÇK MFR	MODEL NO.	VEHICLE REG. #	G.V.W. RATING AS FILED WITH RMV
	Plow Minimum (Size comparable to Case 580, John Deere 310, Cat 420 or equal)	\$150.00	 					
15)	Front-End Loader, Minimum 3 cy Bucket	\$185.00						
10)	w/9' Plow Minimum (1 1/2 cy when requested)	\$160.UU				·		
16)	Gradali	\$135.00				1		
17)	Rubber Tire Excavator w/1 cy Clean Up Bucket (Size of Cat 316 or equal)	\$135.00						
18)	Small Bulldozer Used for Stockpilling Snow (Size of Cat D-3 or equivalent)	\$126.50						
19)	Large Bulldozer Used for Stockpilling Snow (Size of Cat D-6 or equivalent)	\$180.00						
20)	Large Front-End Loader, Minimum 4 cy	\$160.00						
	Bucket		****					
21)	Grader for Plowing Snow	\$140.00						

USE ADDITIONAL PAGES IF NECESSARY

EQUIPMENT	PRICE PER HOUR	\$NOW PLOWING	SNOW CLEARING	TRUCK MFR	MODEL NO.	VEHICLE REG.#	AS FILED WITH
INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS	\$35.00						
INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS	\$25.00						
L CONTRACTORS, PLEASE STATE THE F CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON:	OLLOWING	3:					
"I certify under the penalties of perjury that and contractors and withholding and remitt SIGNATURE	I have coming child su	iplied with all of th					
	INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS CONTRACTORS, PLEASE STATE THE FOR CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON: "I certify under the penalties of perjury that and contractors and withholding and remitt SIGNATURE	INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS CONTRACTORS, PLEASE STATE THE FOLLOWING CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON: "I certify under the penalties of perjury that I have com and contractors and withholding and remitting child su SIGNATURE	EQUIPMENT PER SNOW PLOWING INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS CONTRACTORS, PLEASE STATE THE FOLLOWING: CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON: "I certify under the penalties of perjury that I have compiled with all of the and contractors and withholding and remitting child support." SIGNATURE	EQUIPMENT PER SNOW SNOW CLEARING INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS INDIVIDUALS TO PERFORM SNOW \$25.00 CLEARING WITH HAND SHOVELS CONTRACTORS, PLEASE STATE THE FOLLOWING: CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON: "I certify under the penalties of perjury that I have compiled with all of the laws of the Command contractors and withholding and remitting child support." SIGNATURE NAME OF COMPANY ADDRESS TELEPHONE NU	EQUIPMENT PER SNOW SNOW HOUR PLOWING CLEARING TRUCK MFR INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS CONTRACTORS, PLEASE STATE THE FOLLOWING: CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON: "I certify under the penalties of perjury that I have compiled with all of the laws of the Commonwealth of Massachusetts and contractors and withholding and remitting child support." SIGNATURE	PER SNOW SNOW HOUR PLOWING CLEARING TRUCK MFR MODEL NO. INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS CONTRACTORS, PLEASE STATE THE FOLLOWING: CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON: "I certify under the penalties of perjury that I have compiled with all of the laws of the Commonwealth of Messachusetts relating to taxes, regard contractors and withholding and remitting child support." SIGNATURE	EQUIPMENT HOUR PLOWING CLEARING TRUCK MFR MODEL NO. VEHICLE REG. # INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS CONTRACTORS, PLEASE STATE THE FOLLOWING: CELL OR MOBILE PHONE NUMBER: NAME OF CONTACT PERSON: "I cortify under the penalties of perjury that I have compiled with all of the laws of the Commonwealth of Massachusetts relating to taxes, reportin gof employees and contractors and withholding and remitting child support." SIGNATURE

Contractor Name:	•		•	
Address		•	Date	
City, State, Zip		• -		
Telephone No.		,	•	

INVOICE

To: CITY OF CAMBRIDGE DEPT OF PUBLIC WORKS 147 Hampshire Street Cambridge, MA 02139

Quantify	Descriptio	п		7	
	-			Unit Price	TOTAL
# of Hours	Type or Equipment	Vehicle Reg.# (if applicable)	Ticket No.	\$. Price per hour	\$ Total \$
	Check if above hours include travel time:	-			- 6-0-4
		,			
of Hours	Date Worked Type of Equipment	Vehide Reg. #	Ticket No.	\$Price per hour	\$ Total \$
	Check 통 above hours include travel time:	(if applicable)	•	-	- ा काष्ट्रा है
of Hours	Date Worked Type of Engineers	<u>. </u>			•
,	Date Worked Type of Equipment heck if above hours include travel time:	Vehicle Reg. # (Trapplicable)	Ticket No.	Price perhour	Total ş
		:			
			٠		•
			-		-
	Add additional lines if necessary				
		-	19401010	ETOTAL:	

IF ELIGIBLE FOR TRAVEL TIME PER CONTRACT, PLEASE INCLUDE IN NUMBER OF HOURS AROUSE.

AFFIDAVIT

WORKER'S COMPENSATION INSURANCE COVERAGE

RE: Contra	ct For	^	
Bidder	-	•	"the BIDDER")
I, _ (Prin	t name)	Title)	do hereby state that
, 1.	I am authorized to sig	n this document on	behalf of the BIDDER and
bind the BIDD	ER hereto;	**	;
(2)	the BIDDER is not su	bject to the Commo	nwealth of Massachusetts
Workers' Com	pensation Law, M.G.L.	C. 152;	
3.	in the event the BIDD!	ER is awarded this	contract and hires any
employees for	this contract which woul	ld subject it to such	insurance law, the BIDDER
shall provide th	ne City of Cambridge wi	th a certificate of in	surance indicating workers'
compensation i	nsurance coverage purst	ant to the specifical	tion requirements prior to the
commencemen	t of work by those emple	oyees; and	
4.	the BIDDER understar	nds that its failure to	comply with the requirement
set forth in par	agraph 3 may result in the	e termination of its	contract with the City of
Cambridge.			•
Signed	under the penalties of per	ijury.	
Dated: 10	-7-1L		
			(Signature)



City of Cambridge

Purchasing Department

Cynthia H. Griffin Purchasing Agent

CITY OF CAMBRIDGE TAX COMPLIANCE STATEMENT

As required by M.G.L. Chapter 62C, Section 49A, the undersigned certifies under penalty of perjury that they have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature				•
Name and title				
10-7-	12			
Date				
1	:			
Name of business	}	,		
	1			
Address			-	
· ·	1			- :

Return this form with your bid, contract, or amendment



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.

CORI checks are performed or a signature below, affirms under penaltic standards are consistent with the policie CORI Policy.	s of perjury that its CORI pol	icies, practi
CORI checks are performed or policies, practices and standards are not explain on a separate sheet of paper.	* *	
(Typed or printed name of person signing quotation, bid or Proposal)	Signature	_
` - 4	Signature	-

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

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

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

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury City Clerk

City of Cambridge CORI Policy

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

- (a) Relevance of the crime to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.
- 11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
- 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
- 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007



RMV Division

PLAYE TYPE	REGISTRATION NUMBER	REGISTRATION TYPE COMMERCIAL	EFFECTIVE DATE	EXPIRES LAST DAY OF			TION NUMBER	
MFRS MODEL YE	AFI MAKE	MODEL STYPE			Not valid without off	icial	NF VEHICLE CARRYING	TOTAL REGISTERED MEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER
L Residential add	DRESS (IF DIFFERENT)			TITLE NUMBER	Rachel Kay	arielian	MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SCATED.	
			·	·			<u> </u>	010000
AME(S) OF OWN	IER(S) AND MAILING ADDRESS				FEES		3.0	00.00
					REGISTA TITLE	ATION		75.00
					SPECIAL.	PLATES		0.00
				•	SACES 7	AX.	12	5.00
					Į	OTAL	4.0	00.00
,	MA	SSACHUSETTS DEPA REGISTRY OF MO The records of the RMV database of	OTOR VEHICL	ES DIVISION	ION		-	
BPECIAL MESSAG	-			CHANGE OF ADDRESS				
MUST			D, IT (7) DAYS	STREET ADDRESS		:		
		•			·	·		
		Importa	nt informat	ion for Vehicle	owners			
								*
cate of	f Registration fo	g a motor vehicle shall ha r the motor vehicle and fo e to operate, upon his/her	Return the registration plates to the RMV immediately if: - The vehicle has been sold or junked and the registration is not					

ACORDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsament. A statement on this ciltificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER PHONE IA/C. Vo. Exi E-MA ADDI ESS: INSURER A Protecti : INSURED INSURER O INSURER E CERTIFICATE NUMBER: CL1210901552 REVISION NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDE SUBRI Type of (HSURANCE LIMITS INSR WVD POLICY NUMBER EACH OCCURRENCE CAMAGE TO RENTED PREMISES (EA OCCURENCE) GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAMS-MADE OCCUR 5 MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 5 <u>GENT AGGREGATE LIMIT APPLIES PERC</u> POLICY COMBINED SINGLE LIMIT (Ea acklent) AUTOMOBILE LIABILITY BODILY INJURY (Per person) 5 250,000 ANY AUTO Α ALL DWNED AUTOS SCHEDULED AUTOS NON-OWNED 5/9/2012 6/8/2013 BODALY INJURY (Per secident) 500,000 PROPERTY DAMAGE (Per accident) 250,000 HIRED AUTOS AUTOS Х Х Coll- \$500 Comp - \$500 5,000 Médical payments UMBRELLA LIAS EACH OCCURRENCE \$ OCCUR EXCESS LIAB AGGRÉGATE CLAIMS-MADE oeo. RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandalory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (Attach ACORD 101 Additional Remarks Schedule, Il more space is required)
The Certificate Holder is added as an Additional Innured per the policy provisions. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Cambridge Attn: Purchasing Department AUTHORIZED REPRESENTATIVE 795 Mass Ave Cambridge, MA 02138

©ct. 9. 2012 11:23AM

PURCHASING No. 4770 P. 2

COMMENTS/REMARKS

Cancellation

30 Day Written Notice

COPYRIGHT 2000, AMS SERVICES INC.