File

City Of Cambridge
Articles Of Agreement

Commodity: Fleet Vehicles Repair Services and Parts as needed for all City and School Departments
File Number: 00005251

This agreement is made and entered into this **09/15/2010**, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts,** and **Duff Spring Co. Inc.** a corporation duly organized and existing under the laws of the **State of Massachusetts** ('the Contractor').
Address: 367 Mystic Ave, Medford MA 02155
Telephone: (781) 391-5555 Fax: 781-391-7554, E-mail: fduffspring@aol.com, Attention: Frank Duff

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 **10/01/2010** and ending on **09/30/2012.**

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **07/15/2010** (bid opening date).

Contract Value: $206,400.00 (Hourly rates, discount for parts & types of services awarded attached)

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

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

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

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

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

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

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

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

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

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

Approved as to Form:

Donald A. Drisdell
City Solicitor

Robert W. Healy
City Manager

The Contractor: Duff Spring Co. Inc

Signature and Title
President

Cynthia H. Griffin
Purchasing Agent

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 compiled with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

President Frank Diff
Name and Title

9/27/10
Date

Diff Spring Co Inc
Name of business

367 Mystic Avenue
Address

Medford, MA 02155

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2010

PRODUCER (781)438-1375 FAX: (781)438-6790
LoPriore Insurance Agency
426 Main Street
~~Suite Two~~
Stoneham MA 02180

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
DUFF SPRING CO INC.
367 MYSTIC AVENUE

MEDFORD MA 02155

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	25658
INSURER B: Selective Insurance Co. of	19259
INSURER C: Travelers Indemnity of	25666
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	680-9486C115	1/17/2010	1/17/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	A9092214	5/4/2009	5/4/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	UB-61661608	10/27/2009	10/27/2010	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF CAMBRIDGE
Purchasing Dept
795 Mass Avenue Room 303
CAMBRIDGE, MA 02139

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jane Donovan/JANE

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MEETING OF THE BOARD OF DIRECTORS
CERTIFICATE OF AUTHORITY

20 10

At a meeting of the Directors of the Duff Spring Co. Inc
duly called and held at 367 Mystic Ave, Medford, MA
on the 17th day of September 20 10, at which a quorum was present
and acting, it was VOICED THAT Frank J Duff
the President of this
corporation is hereby authorized and empowered to make, enter into, sign, seal and
deliver, in behalf of this corporation, a Contract for $206,400.00
with the City of Cambridge.

I DO HEREBY CERTIFY that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect on this date, and that Frank J. Duff
is duly elected President of this
corporation.

ATTEST: Kim O Duff

Clerk or Secretary of the Corporation

(Affix Corporate Seal Here)

PRICING FOR DUFF SPRING CO. INC

		Duff Spring Co. Inc	Duff Spring Co. Inc
Category A			
Section One Ford Sedans	# of hours	**Hourly Rate**	Total
Hourly Rate for Preventive Maintenance labor charge	100	**$40.00**	$4,000.00
Hourly Rate for General Repairs, Labor charge	100	**$40.00**	$4,000.00
Hourly Rate for Steering and Suspension labor charge	50	**$40.00**	$2,000.00
Discount off Catolog for $15,000.00 Parts Ford Sedan Parts	$10,000.00	**40%**	$6,000.00
Total Category A			$16,000.00
Total X 2 Years	2		**$32,000.00**
Vendor- Ford Sedans			
Category C Batteries for Ford	# 0f Hours	**Hourly Rate**	Total
Labor	50	**$40.00**	$2,000.00
Discount off Catalog for Batteries Ford Sedans	$1,000.00	**40%**	$600.00
Total			$2,600.00
Total x 2 years	**2**		**$5,200.00**
Category E- Ford Crossovers & all Ford SUV	# of hours	**Hourly Rate**	Total
Labor for Preventive Maintenance	100	**$40.00**	$4,000.00
Labor for General Repairs	75	**$40.00**	$3,000.00
Labor for Steering & Suspension	30	**$40.00**	$1,200.00
Discount of Catolg	$5,000.00	**40%**	$3,000.00
Total			$11,200.00
Total X 2 Years	2		**$22,400.00**
Category G-Batteries for Ford Crossovers & all Ford Suv	**# of hours**	**Hourly Rate**	**Total**
Labor rate	20	**$40.00**	$800.00
Discount off catolog for batteries	1000	**40.00%**	$600.00
Total			**$1,400.00**
Total x 2 years	2		**$2,800.00**
Category A- Honda Sedans including Hybrids	**# of Hours**	**Hourly Rate**	**Total**
Charge for Preventive Maintenance Service	75	**$40.00**	$3,000.00
Labor Charge for General Repairs	75	**$40.00**	$3,000.00
Steering and Suspension labor charge	50	**$40.00**	$2,000.00
Discount of catalog for parts	$5,000.00	**40%**	$3,000.00
Total			**$11,000.00**
Total X 2 Years			**$22,000.00**
Category C- Batteries for Honda Sedans	**# of Batteries**	**Hourly Rate**	**Total**
Labor to Remove and Install a new Battery	15	**$40.00**	$600.00
Dsicount off Catalog for Batteries	1000.00	**40.00%**	$600.00
Total			**$1,200.00**
Total x 2 years			**$2,400.00**

Section Three Cevrolet Sedans	**# of Hours**	**Hourly Rate**	**Total**
Labor charge for Preventive Maintenance	100	**$40.00**	$4,000.00
Labor charge for General Repairs	100	**$40.00**	$4,000.00
Steering and Suspnesion Labor Charges	50	**$40.00**	$2,000.00
Discount off Catalog for parts	$2,500.00	**40%**	$1,500.00
Total Section A			**$11,500.00**
Total X 2 Years			**$23,000.00**

Category C- Batteries for Chevrolet Sedans	# Of hours	**Hourly Rate**	Total
Labor rates to remove and install new battery	20	**$40.00**	$800.00
Discount off Catalog for batteries	1000.00	**40.00%**	$600.00
Total			$1,400.00
Total x 2 years			$2,800.00

Category E, Chevrolet SUV	# Of hours	**Hourly Rate**	**Total**
Hourly Rate for Preventive maintenance	100	**$40.00**	$4,000.00
Hourly Rate for General Repairs	100	**$40.00**	$4,000.00
Steering and Suspension Labor Charges	50	**$40.00**	$2,000.00
Discount off Catalog for parts for Chevrolet SUV	$10,000.00	**40%**	$6,000.00
Total			**$16,000.00**
Total x 2 Years			**$32,000.00**

Category G- Batteries for Chevrolet SUV	**# of Batteries**	**Hourly Rate**	**Total**
Labor rate to Remove and Install new battery	20	**$40.00**	$800.00
Discount off Catalog for batteries	1000.00	**40.00%**	$600.00
Total			**$1,400.00**
Total x 2 Years			**$2,800.00**

Section Four Toyota Sedans Including Toyota Hybrids	**# of Hours**	**Hourly Rate**	**Total**
Labor charge for Preventive Maintenance	100	**$40.00**	$4,000.00
Labor charge for General Repairs	100	**$40.00**	$4,000.00
Steering and Suspnesion Labor Charges	50	**$40.00**	$2,000.00
Discount off Catalog for parts	$7,500.00	**40%**	$4,500.00
Total			**$14,500.00**
Total x 2 Years			**$29,000.00**

Category C- Batteries for Toyota Sedans including Toyota Hybrids	**# of Batteries**	**Hourly Rate**	**Total**
Labor rates to remove and install new battery	10	**$40.00**	$400.00
Discount off Catalog for batteries	1000.00	**40.00%**	$600.00
Total			**$1,000.00**
Total x 2 Years			**$2,000.00**

Category E- Toyota SUV including Toyota SUV Hybrids	# of Hours	Hourly Rate	Total
Hourly Rate for Preventive maintenance	100	**$40.00**	$4,000.00
Hourly Rate for General Repairs	100	**$40.00**	$4,000.00
Steering and Suspension Labor Charges	50	**$40.00**	$2,000.00
Discount off Catalog for parts for Toyota SUV including Toyota SUV Hybrids	$5,000.00	**40%**	$3,000.00
Total			**$13,000.00**
Total x 2 Years			**$26,000.00**

Category G- Batteries for Toyota SUV including Toyota SUV Hybrids	# of Batteries	Hourly Rate	Total
Labor rate to Remove and Install new battery	10	**$40.00**	$400.00
Discount off Catalog for batteries	1000	**40.00%**	$600.00
Total			**$1,000.00**
Total x 2 years			**$2,000.00**

Total Contract Awarded $206,400.00

FILE NO. 5251–FLEET VEHICLE REPAIR AND BODY WORK & PAINT SERVICES-THURSDAY, JULY 15, 2010 @ 11:00 AM

FORMAL BID	See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.
FILE NO: 5251	
COMMODITY: Fleet Vehicle Repair Services and Body Work & Paint Services	
NAME OF BIDDER: Duff Spring Company	
BIDDER'S FED. ID. 042230530	

TO: Cynthia H. Griffin, Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

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

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the Cambridge Chronicle on Thursday, February 12, 2009 which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA by **11:00 A.M. on Thursday, July 15, 2010. This bid may be downloaded from the City's web site, www.CambridgeMa.gov, Online Services, Current Bid List, Formal, File No. 5251. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted.**

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, exceptions or modifications to the bid document".** The envelope containing the bid must be labeled: "This envelope contains a bid for **Fleet Vehicles Repair Services and Body Work & Paint Services opened at 11:00 A.M. on Thursday, July15, 2010. The bid and all documents submitted with it are public records.**

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

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY Pres.

ADDRESS OF BIDDER: 367 Mystic Ave Medford

TELEPHONE NUMBER 781-391-5555 **FAX NUMBER:** 7813917553

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

(✓) Corporation, incorporated in the State of: Mass

( ) Partnership. Names of partners: _____

( ) Individual: _____

EMAIL Address: fduffspring@aol.com

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

GENERAL TERMS AND CONDITIONS

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

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

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

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

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

The undersigned hereby proposes to furnish and deliver **Fleet Vehicle Repair and Body Work & Paint Services** for all school and City vehicles and **John Deer Loaders and backhoes, JCB Loaders and backhoes, Bobcat loaders, ATV Vehicles, lawn mowers, tractors, snow blowers, Natural Gas Fork Lift, Holder Multi Use Tractors, Pierce Pumpers and ladders, Spartan Rescue Ambulance, Freightliner Rescue Ambulance.**

The City will award one contract for each category. The contract will be awarded to the responsive and responsible bidder offering the lowest total price for **all items** listed in the category.

The Contract will be for a period of two years and will commence on the date of the execution of the contract by the City of Cambridge. All labor rates and discounts on parts must remain FIRM during the entire contract period.

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

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

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

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

PLEASE SUBMIT YOUR BID IN DUPLICATE

Living Wage Requirements
The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all personnel providing contract services to the City. The City of Cambridge's Living Wage as of March 8, 2009 is $13.69 per hour. The Living Wage requirements are attached.

Questions
Questions concerning this Invitation to Bid **including any exceptions to the specifications** must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Thursday, July 8, 2010 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

Please check on the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm in not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results
The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

Confidentiality and Public Records Law
All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Description-The Contractor shall provide all management, supervision, parts and labor necessary to provide Fleet Vehicle Repair Services and Body Work & Paint :as needed for an estimated 300 Cambridge City and School Ford, Honda, Chevrolet, Toyota, International Trucks, Rubbish Packers, Bucket Trucks, John Deer including loaders and backhoes ,JCB Loaders and Backhoes, Bobcat loaders, ATV Vehicles, lawn mowers, tractors, snow blowers, Natural Gas Fork Lift, Holder Multi Use Tractors, Pierce Pumpers and Ladders, Spartan Rescue Ambulances & Freightliner Rescue Ambulances. The services shall include: Preventive Maintenance, General Repairs, Steering and Suspension, Transmission Repairs, Batteries. Body work and Paint.

1. **Preventive Maintenance**: repair services for General Maintenance shall include but are not limited to: Oil Changes, Filters Air & Oil, Plugs, tire rotation, windshield Wipers & Accessories.

2. **General Repairs** shall include but are not limited to: Tune up, Exhaust, Engine Repairs, Brakes, Shocks, Struts & Suspension, Front End repair Alignment, belts, hoses, Ignition, starters, Air conditioning services, Hydraulic pump, valve, and cylinder rebuild, Differential repair, Electronic components and related wiring.

   Alignments may include:
   2 wheel alignment, 4 wheel alignment
   Tandem alignment
   Adjust camber and caster on all vehicles
   Check and adjust thrust angles.

   Brakes may include: Inspect and reline brakes on all vehicles
   Complete ABS service on all domestic vehicles
   Machine & Tru brake drums and rotors
   Reline Service brake shoes
   Reline parking brake shoes and parking brake bands
   Contour fit brake shoes to brake drums
   Complete Hydraulic brake service
   Rebuild hydraulic components
   Complete air brake service
   Axle seals and bearing service

3. **Steering and Suspension may include:**
   Complete Suspension Service
   Coil- Leaf- Air
   Install Coil Springs
   Replace bushing in front and rear suspension
   Install and fit king pins and bushings
   Axles bored and sleeved
   Tandem suspension service
   Install new bushings in torque rods
   Replace front and rear steering components
   Service air ride systems
   Service rear mack camel back suspension
   Install Timbren Suspension Kits
   Custom modification of front and rear suspension
   Add extra leafs to front and rear leaf spring suspension
   Replace struts and shocks

4. **Transmission Services**

5. **Batteries**

6. **Body Work and Paint**

Authorized Repair Center
Bidders must be an authorized OEM Warranty Center and will be required to submit proof of this authorization with their bid. All services must be completed by an experienced, certified mechanic. The contractor must have the latest testing and repair equipment necessary to properly service the City's fleet.

Product Specifications
All parts must carry a standard manufacturer's warranty.

Invoice format and procedure
The invoice format shall, at a minimum include the following:

- Plate number of vehicle
- A detailed description of service and charges for each vehicle, including the date of the charge and amount of the charge.
- The name of the person contacted at the City authorizing the repair
- All invoices must be mailed directly to the specific department authorizing the repair
- The vendor shall provide a written estimate for the cost of repairs, including parts and labor **prior to repairing the vehicle**. The City will sign and approve the estimate and fax the estimate back to the vendor. The estimate shall include a copy of the price list for parts needed to repair the vehicle. Labor rates must be within industry standards. Repair work to be performed shall be done at contractor facility or be performed on-site by the contractor.
- All invoices shall be in accordance to the hourly labor rate and the parts discount submitted in the price proposal section of this Invitation to Bid.
- The parts discount and labor hourly rates must remain firm for the contract period.

Pricing for Parts
Bidders should indicate the discount that will be offered to the City for parts which will be used for repairs at the bidder's service facility and for parts that the City may purchase to use for repairs done by City staff at the City owned facility.

The percentage of the discount that is being offered by the bidder shall be the percentage off the lowest current manufacturers published list price. The discount submitted in the price proposal must remain firm for a period of two years.

Delivery
No mileage charges or fuel surcharges shall be allowed for any and all repair work. There shall be no pick-up, delivery or transport charges for repair work except in the case of a major overhaul when such charges shall be included in the written estimate for prior approval. In instances of on-site repair, the hourly labor rate shall apply.

Insurance Requirements for Fleet Vehicle Repair and Body Work Services

The Contractors Repair and Body Work facility must be fully insured.

The contractor must carry Workers Compensation Insurance as dictated by the laws of the State of Massachusetts. The City of Cambridge will not be held liable for any injuries or death resulting from the performance of any work performed as a result of this contract or extensions thereof.

Quality Requirements

The following Quality Requirements are for all bidders submitting a bid for Fleet Vehicle Repair Services.

If bidding on Fleet Vehicle Repairs please circle Yes or No for each of the following Quality Requirements (1-6).

A "No" response or a failure to respond to any of the following will result in rejection of your bid. The City of Cambridge will reject any bid that does not meet the quality requirements.

1. The bidder's facility is an Authorized OEM Warranty Center.

   (Yes) **No**

2. The bidders repair facility is located in Cambridge or **within 35 miles** of the City of Cambridge City boundaries.

   (Yes) **No**

3. Bidder must provide a secure facility to ensure proper security is provided for all City and School Fleet vehicles.

   (Yes) **No**

4. The bidder has been providing fleet vehicle repair services similar to those described in this Invitation for Bid to two (2) large commercial and one (1) governmental account for a minimum of twelve months.

   (Yes) **No**

5. Fleet Vehicle Repair Services for the City/ School will be completed by an experienced, certified mechanic. The contractor must have the latest testing and repair equipment necessary to properly service the City's fleet.

   (Yes) **No**

6. Bidder can provide proof of financial solvency upon request.

   (Yes) **No**

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

Bid Submission Requirement

The following Bid Submission Requirements are for all bidders submitting bids on Fleet Vehicle Repair Services. Failure to submit the documents requested with your bid may result in the determination that your bid is non-responsive unless the City deems such failure to be a minor informality. Please submit the following information.

1. The bidder must provide in writing the names and contact information of two (2) large commercial and one (1) governmental client references for whom the bidder has been providing Fleet Vehicle Repair Services similar to the services described in this Invitation for Bid for a period of twelve months. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder.

: Vocell Bus - 781-393-0220
Healy Bus - 781-389-5296
City of Lynn - Fire Dept. 781-477-7116

2. Bidder must submit documentation certifying that it is an authorized repair center for the original equipment manufacturer.

3. If your business offers Tow Services please explain the charge per tow and your towing procedures with contact people, phone number and response time relative to the time that the request is made. Towing charges will not be part of the pricing review.

: n/a

Scope of Services for Body Work & Paint

The City Department will notify the contractor that there is a vehicle needing repairs and the contractor will respond within 24 hours.

Upon notification of a vehicle needing repair the contractor will pick up the vehicle. All City vehicles must be picked up and delivered by a flat bed tow truck or a tow truck. The contractor shall pick up the vehicle within one day of notification.

All City and School Departments may use this contract as needed for auto body repair. The vendor shall perform services for all City Departments in accordance to the specifications in this bid document and invoice the department directly.

Equipment for Body Work & Paint

The auto body shop shall have modern equipment and current technical reference materials to show the shop is up to date with technology. The shop will need a three dimensional measuring system to measure the height, width and length of the vehicles structure.

All repair and auto body parts must be new and purchased from the original equipment manufacturer or authorized re-seller.

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:

Cleanliness for Body Work & Paint
The auto-body shop shall be clean, neat and well- lit. Cleanliness is essential, since dirt and other debris will show in fresh paint.

Professionalism & Training for Body Work & Paint
The contractors auto-body shop shall offer a written warranty on their workmanship. The auto-body shop must be staffed with properly trained employees.

Damage Report for Body Work & Paint
The auto body shop shall inspect the vehicle and provide an estimate before starting the repairs. The estimate must explain in detail, what damage was done to the vehicle and how it will be repaired. The City will review the estimate and provide authorization to proceed.

All vehicles must be restored and repaired to their pre-accident condition.

Payments for Body Work & Paint
Invoicing is accurate and comports with bid requirements and is sent directly to the appropriate City department. All invoice rates shall comply with the price proposal submitted with this bid.

The actual invoice shall include line item detailed with information including the cost of the parts and the number of hours required for labor.

Quality Requirements for Body Work & Paint
The following Quality Requirements are for all bidders submitting a bid for Body Work and Paint Services. If bidding on Body Work and Paint Services please circle Yes or No for each of the following Quality Requirements.

A "No" response or a failure to respond to any of the following will result in rejection of your bid.

The City of Cambridge will reject any bid that does not meet the quality requirements.

1. The bidder has been providing Body Work and Paint Services similar to those described in this Invitation for Bid to two (2) large commercial and one (1) governmental account for a minimum of twelve months.

   Yes **No**

2. Bidder must be a Certified Collision Repair Center.

   Yes **No**

3. Bidder must provide a secure facility to ensure proper security is provided for all City/School and Police vehicles.

   Yes **No**

4. All prices include a 120 –day warranty for parts. All parts used for repair of City/School vehicles will be Original Equipment (OE) parts.

   Yes **No**

5. Four (4) year warranty on body refinishing.

   Yes **No**

6. The bidders Body Work & Paint facility is located in Cambridge or within **35 miles** of the City of Cambridge City boundaries.

   Yes **No**

Bid Submission Requirements for Body Work & Paint

The following Bid Submission Requirements are for all bidders submitting bids on Body Work & Paint Services not Fleet Vehicle Repair Services except if bidder is bidding on both sections.

Failure to submit documents with your bid may result in the determination that your bid is non responsible unless the city deems such failure to be a minor informality.

1. Bidder shall furnish evidence that its facility is a Certified Collision Repair Center.

2. The bidder must provide in writing the names and contact information of three (3) Large commercial and one governmental client references for whom the bidder has been providing Body Work & Paint Services similar to the services described in this Invitation for Bid for a period of twelve months or more. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder. Each reference should include the following details: client's name, address, contact person and telephone number.

:_____

_____

_____

_____

This section intentionally is left blank.

Price Proposal

Section One: Fords
Ford Fusion and all Ford Sedans including Ford Fusion Hybrid and all Ford Sedan Hybrids

Ford Crossovers, Escape and all Ford SUV including Ford Escape Hybrid and all SUV Hybrid Vehicles

Ford Light Trucks and Cab & Chassis

Ford Medium Duty Trucks

Ford Heavy Duty Trucks

Ford Vans

Section Two: for Honda Sedans, SUV, PILOT including Honda Hybrid Sedans, SUV & Pilot

Section Three: Chevrolet Sedans Including Hybrid Chevrolet Sedans

Chevrolet SUVS- Including Hybrid SUVs

Chevrolet Light Trucks and Cab & Chassis

Chevrolet Vans

Section Four: Toyota Sedans Including Hybrid Toyota Sedans

Toyota SUV including Hybrid Toyota SUVs

Section Five: International Medium Duty Trucks

International Heavy Duty International Trucks

Section Six: Rubbish Packers

Section Seven: Bucket Trucks

Section Eight: John Deer loaders including John Deer 544E loaders and John Deere 410C backhoe/loaders

Section Nine: JCB Loaders including JCB210 series backhoe/loaders

Section Ten: Bobcat Loaders

Section Eleven: ATV Vehicles, Lawn Mowers, Tractors, Snowblowers

Section Twelve: Natural Gas Fork lift

Section Thirteen- Holder Multi-use Tractor

Section Fourteen- Pierce Pumpers and Ladders

Section Fifteen- Spartan Rescue Ambulance

Section Sixteen – Freightliner Rescue Ambulances

Instructions for filing out the Price Proposal

Qualified Bidders may submit pricing on one or on multiple sections.

The number of hours required for Repair Services and Body Work Services and the amount of dollars referenced for parts is an estimated number. The City may decrease the actual amount required as needed.

Please note: in order to compare bids in a uniform bases bidders must submit a price for each requested field.

A contract will be awarded to the responsive and responsible bidder offering the lowest total price for all the items per Category.

Please review the Sample of Price Proposal.

Sample of a Price Proposal

Category A
Labor Charge for **Ford Sedans Preventive Maintenance Service**

$50.00 hourly rate x 150 hours= **$7,500.00**

Labor Charge for **Ford Sedans General Repairs**

$**50.00** hourly Rate x 150 hrs= **$7,500.00**

Labor Charge for Steering and Suspension **$50.00** hourly rate x 50 hrs = **$7,500.00**

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for **Ford Sedan** preventive maintenance and general repair **parts**

$10,000.00 10% discount - = **$9,000.00**

*$10,000 is an estimated annual total for parts.

Sample: Discount off catalog $10,000- 10% = $9,000.00

$ 31,500.00
Total

Total Category A: $31,500.00 X 2 years = **$63,000.00**

Signature of Bidder:_____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Price Proposal

Section One Ford

Category A
Labor Charge for **Ford Fusion and all Ford Sedans including Ford Fusion Hybrid and all Ford Sedan Hybrids Preventive Maintenance Service**

$ 40.00 hourly rate x 100 hours= $ 4000.00

Labor Charge for **Ford Fusion and all Ford Sedans including all Ford Fusion Hybrid and all Ford Sedan Hybrids General Repairs**

$ 40.00 hourly Rate x 100 hrs= $ 4000.00

Steering and Suspension labor charge $ 40.00 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for preventive maintenance and general repair **parts**

$10,000.00- 40 % discount = $ 6000.00

$ 16,000.00
Total

Note: $10,000 is the estimated annual dollar amount for parts needed for Category A.

Total $ 16,000.00 X 2 Years = $ 32,000.00

Signature of Bidder: Ref Duff

Category B Transmission services for Ford Fusion and all Ford Sedans including Hybrid vehicles

Labor charge for transmission Services **for Ford Fusion and all Ford Sedans including Ford Sedan Hybrids & Ford Fusion Hybrid**

$ n/a hourly Rate x 75 hrs= $_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmissions and related parts for **Ford Fusion and all Ford Sedans including Hybrid vehicles and Ford Fusion Hybrid**

$5,000.00-_____% discount = $_____

Note: $5,000 is an estimated annual total for Transmission and related transmission parts for Ford Sedans

$_____
Total

Total $_____ X 2 Years = $_____

Signature of Bidder: Ref Duff

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Category C Batteries for Ford Fusion & all Ford Sedans including Ford Fusion Hybrid and all Ford Sedan Hybrid vehicles

Labor hourly rate to Remove and Install a new Battery $ 40.00 per hour x 50 batteries=$ 2000.00

Discount off Catalog for Batteries $1,000- 40 % discount =$ 600.00

Note: $1,000 is an estimated annual total for batteries.

$ 2600.00 Total

Total $ 2600.00 **X 2 Years = $** 5200.00

Signature of bidder: [signature]

Category D ***Body Work and Paint for Ford Fusion and all Ford Sedans including the Ford Fusion Hybrid and all Ford Sedan Hybrid vehicles***

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $

Hourly labor Rate (s) for Framework$ x 20 hours = $

Repainting entire vehicle. Restore to like new appearance in accordance to Ford specifications.

$ x 2 vehicles= $

Discount for materials $10,000- % discount= $

Note: $10,000 is an estimated annual for parts

$ Total math CORRECTED $ 22,400.00 TOTAL

Total $ **X 2 Years= $**

Signature of Bidder: [signature]

Category E -Labor Charge for Ford Crossovers, Escape and All Ford SUV including Ford Escape Hybrid and all SUV Hybrid vehicles Preventive Maintenance Service Hourly Rate

$ 40 hourly rate x 100 hours= $ 4000.00

Labor Charge for, **Ford Crossovers, Escape and all Ford SUV including Ford Escape Hybrid and all SUV Hybrid vehicles General Repairs**

$ 40 hourly Rate x 75 hrs=$ 3000.00

Steering and Suspension labor charge $ 40 hourly rate x 30 hrs = $ 3000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for parts for **Ford Crossovers, Escape and all Ford SUV including Ford Escape Hybrid and all SUV Hybrid vehicles**

$5,000.00- 40 % discount ==$ 3000.00

*Note: $5,000 is an estimated annual total for parts.

$ 13,000.00 Total

Total $ 13,000 X 2 Years = $ 26,000.00 Signature of Bidder:

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:

Category F Transmission services for Ford Crossovers, Escape and all Ford SUV including Ford Escape Hybrid and all SUV Hybrid vehicles

Transmission Services $ n/a hourly Rate x 75 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission $2,500 - _____% discount ==$_____
$2,500 is an estimated annual total for Transmission and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of bidder:_____

Category G Batteries for Ford Crossovers & all Ford Suv including Ford SUV Hybrid vehicles

Labor hourly rate to Remove and Install a new Battery $ 40 Per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00- 40 % discount = $ 600.00

$1,000.00 is an estimated annual total for batteries. $ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of bidder: 7-1-10 off

Category H Body Work and Paint for *Ford Crossovers, Escape and all Ford SUV including Ford Escape Hybrid and all SUV Hybrid vehicles*

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Ford specifications.

$_____ x 1 vehicle= $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of bidder:_____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Category I- Ford Light Trucks and Cab & Chassis

Labor Charge for **Ford Light Trucks and Cab & Chassis** Preventive Maintenance Service Hourly Rate

$ 40 hourly rate x 150 hours= $ 6000.00

Labor Charge for **Ford Light Trucks and Cab & Chassis General Repairs**

$ 40 hourly Rate x 200 hrs=$ 8000.00

Steering and Suspension labor charge $ 40 hourly rate x 100 hrs = $ 4000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.Discount off Catalog for parts for **Ford Light Trucks and Cab & Chassis**

$10,000.00- 40 % discount =$ 6000.00

*$10,000 is an estimated annual total for parts.

$ 24,000.00
Total

Total $** 24,000 **X 2 Years =$ 48,000.00

Signature of bidder: [signature]

Category J Transmission services for Ford Light Trucks and Cab & Chassis

Transmission Services $ n/a hourly Rate x 50 hrs=$ _____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission $2,500.00- _____ % discount =$ _____

$2,500 is an estimated annual total for Transmission and related transmission parts.

$ _____
Total

Total $ _____ **X 2 Years = $** _____

Category K Batteries for Ford Light Trucks and Cab & Chassis

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries= 800.00

Discount off Catalog for Batteries $1,000.00- 40 % discount = 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
[illegible] Avenue
[illegible]

NAME OF BIDDER: _____

Category L **Body Work and Paint for *Ford Light Trucks and Cab & Chassis***

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Ford specifications.

$_____ x 1 vehicle= $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category M- Ford Medium Duty Trucks

Labor Charge for **Ford Medium Duty Trucks Preventive Maintenance Service Hourly Rate**

$ 40 hourly rate x 200 hours= $ 8000.00

Labor Charge for **Ford Medium Duty Trucks General Repairs**

$ 40 hourly Rate x 200 hrs=$ 8000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for parts for Preventive Maintenance and General Repairs for Ford Medium Duty Trucks

$10,000.00- 40 % discount =$ 6000.00

$10,000 is an estimated annual total for Preventive Maintenance and General Repairs for Ford Medium Duty Trucks

$ 24,000.00
Total

Total $ 24,000.00 **X 2 Years = $** 48,000.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Category N Transmission services for Ford Medium Duty Trucks

Transmission Services $ n/a hourly Rate x 75 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $2,500 - _____% discount =$_____

$2,500 is an estimated annual total for Transmission and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category O Batteries for Ford Medium Duty Trucks

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00 - 40 % discount= $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

Category P ***Body Work and Paint for Ford Medium Duty Trucks***

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = **$**_____

Hourly labor Rate (s) for Framework$_____x 20 hours = **$**_____

Repainting entire vehicle. Restore to like new appearance in accordance to Ford specifications.

$_____ x 1 vehicle= $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Category Q- Ford Heavy Duty Trucks

Labor Charge for **Ford Heavy Duty Trucks** Preventive Maintenance Service Hourly Rate

$ 40 hourly rate x 200 hours= $ 8000.00

Labor Charge for **Ford Heavy Duty Trucks** General Repairs

$ 40 hourly Rate x200 hrs=$ 8000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Preventive Maintenance and General Repair parts for **Ford Heavy Duty Trucks**

$10,000.00- 40 % discount- =$ 6000.00

*$10,000.00 is an estimated annual total for Preventive Maintenance and General Repair parts.

$ 24,000.00
Total

Total $ 24,000.00 **X 2 Years = $** 48,000.00

Signature of Bidder: [signature]

Category R Transmission services for Ford Heavy Duty Trucks

Transmission Services $ n/a hourly Rate x 100 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $_____% - $2,500 =$_____

$2,500 is an estimated annual total for Transmission and related transmission parts.

$_____
Total

Total $_____ **X 2 Years = $**_____

Signature of Bidder:_____

Category S Batteries for Ford Heavy Duty Trucks

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 40 batteries=$ 1600.00

Discount off Catalog for Batteries $4,000.00 - 40 %discount= $ 2400.00

$4,000.00 is an estimated annual total for batteries.

$ 4000.00
Total

Total $ 4000.00 **X 2 Years = $** 8000.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

Category T ***Body Work and Paint for*** **Ford Heavy Duty Trucks**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Ford specifications.

$_____ x 1 vehicle= $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category U- Ford Vans
Labor Charge for **Ford Vans** Preventive Maintenance Service Hourly Rate

$ 40 hourly rate x 200 hours= $ 8000.00

Labor Charge for **Ford Vans General Repairs**
$ 40 hourly Rate x 200 hrs=$ 8000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for parts for Preventive Maintenance and General Repairs for **Ford Vans**

$10,000.00- 40 %discount=$ 6000.00

10,000.00 is an estimated for Ford Vans annual for Ford Vans Preventive Maintenance and General Repairs

$ 24,000.00
Total

Total $ 24,000.00 **X 2 Years = $** 48,000.00

Signature of Bidder:_____

Category V Transmission services for Ford Vans

Transmission Services $ N/a hourly Rate x 100 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $2,500-_____% discount =$_____

$2,500 is an estimated annual total for Transmission and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category W Batteries for Ford Vans

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00 - 40 % discount= $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder:_____

Category X ***Body Work and Paint for* Ford Vans**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ N/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Ford specifications.

$_____ x 1 vehicle= $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

END OF FORDS SECTION ONE

SECTION TWO: HONDA SEDANS, SUV,PILOT INCLUDING HONDA HYBRID SEDANS, SUV, PILOT

Category A

Labor Charge for Honda Sedans, SUV, PILOT including Honda Hybrid Sedans,SUV & Pilot Preventive Maintenance Service Hourly Rate

$ 40 hourly rate x 75 hours= $ 3000.00

Labor Charge for General Repairs

$ 40 hourly Rate x 75 hrs=$ 3000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Preventive Maintenance and General Repairs parts for Honda Sedans including Honda Hybrid Sedans

$5,000- 40 % discount =$ 3000.00

*$5,000 is an estimated annual total for Preventive Maintenance and General Repair parts

$ 11,000.00
Total

Total $ 11,000.00 **X 2 Years = $** 22,000.00

Signature of Bidder: [signature]

Category B Transmission services for Honda Sedans, SUV, PILOT. including Honda Hybrid Sedans,SUV & Pilot

Transmission Services $ n/a hourly Rate x 50 hrs=$ _____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $2,500.00- _____ % discount =$ _____

$2,500.00 is an estimated annual total for Transmissions and related transmission parts.

$ _____
Total

Total $ _____ **X 2 Years = $** _____

Signature of Bidder: _____

Category C Batteries for Honda Sedans, SUV, PILOT including Honda Hybrid Sedans, SUV & Pilot

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x15 batteries=$ 600.00

Discount off Catalog for Batteries $1,000.00- 40 % discount = $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1200.00
Total

Total $ 1200.00 **X 2 Years = $** 2400.00

Signature of Bidder: [signature]

Category D ***Body Work and Paint for*** Honda Sedans, SUV, PILOT including Honda Hybrid Sedans,SUV & Pilot

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = **$**

Hourly labor Rate (s) for Framework$ x 20 hours = **$**

Repainting entire vehicle. Restore to like new appearance in accordance to Honda specifications.

$ x 1 vehicle = $

Discount for materials $10,000- % discount= $
Note: $10,000 is an estimated annual for parts

$
Total

Total $ X 2 Years = $

Signature of Bidder:

SECTION THREE- CHEVROLET SEDANS INCLUDING CHEVROLET HYBRIDS

Category A-Labor Charge for Preventive Maintenance for Chevrolet Sedans including Chevrolet Sedan Hybrid Service Hourly Rate

$ 40 hourly rate x 100 hours= $ 4000.00

Labor Charge for General Repairs

$ 40 hourly Rate x 100 hrs=$ 4000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for Preventive Maintenance and General Repair parts

$2,500.00- 40 % discount= $ 1500.00

*$2,500 is an estimated annual total for parts.

$ 11,500.00
Total

Total $ 11,500.00 X 2 Years= $ 23,000.00 Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:

Category B Transmission services for Chevrolet Sedans including Hybrids

Transmission Services $ n/a hourly Rate x 100 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $2,500- _____%discount =$_____

$2,500 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for Chevrolet Sedans and Hybrids

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00- 40 % discount = $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

Category D ***Body Work and Paint for* Chevrolet Sedans and Hybrids**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Chevrolet specifications.

$_____ x 1 vehicle= $_____

Discount for materials $10,000- _____% discount= $_____

Note: $10,000.00 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Category E
Labor Charge for **Chevrolet SUV and Chevrolet SUV Hybrid vehicles Preventive Maintenance Service Hourly Rate**

$ 40 hourly rate x 100 hours= $ 4000.00

Labor Charge for **Chevrolet SUV and Chevrolet SUV Hybrid vehicles General Repairs**

$ 40 hourly Rate x 100 hrs=$ 4000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for parts for **Chevrolet SUV and Chevrolet SUV Hybrid vehicles**

$10,000.00- 40 %discount=$ 6000.00

*Note: $10,,000 is an estimated annual total for **Chevrolet SUV and Chevrolet SUV Hybrid vehicles** Preventive Maintenance and General Repair parts.

$ 16,000.00
Total

Total $ 16,000.00 **X 2 Years = $** 32,000.00

Signature of Bidder: [signature]

Category F Transmission services Chevrolet SUV and Chevrolet SUV Hybrid vehicles

Transmission Services $ n/a hourly Rate x 50 hrs=$ _____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.
Discount off Catalog for Transmission $2,500- _____ % =$ _____

$5,000 is an estimated annual total for Transmission and related transmission parts.

$ _____
Total Category F

Total $ _____ **X 2 Years = $** _____

Signature of Bidder: _____

Category G Batteries for Chevrolet SUV and Chevrolet SUV Hybrid vehicles

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00- $ 40 % discount = $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total Category G

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

Category H ***Body Work and Paint for*** **Chevrolet SUV and Chevrolet SUV Hybrid vehicles**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Chevrolet specifications.

$_____ x 1 vehicle = $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total Category H

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category I- Chevrolet Light Trucks and Cab & Chassis
Labor Charge for **Chevrolet Light Trucks and Cab & Chassis** Preventive Maintenance Service Hourly Rate

$ 40 hourly rate x 200 hours= $ 8000.00

Labor Charge for **Chevrolet Light Trucks and Cab & Chassis General Repairs**

$ 40 hourly Rate x 200 hrs=$ 8000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for parts for **Chevrolet Light Trucks and Cab & Chassis**

$15,000.00- 40 % discount = 9,000.00

*$10,000 is an estimated annual total for Chevrolet Light Trucks and Cab & Chassis Preventive Maintenance and General Repair parts.

$ 27,000.00
Total

Total $ 27,000.00 **X 2 Years = $** 54,000.00

Signature of Bidder: [signature]

Category J Transmission services for Chevrolet Light Trucks and Cab & Chassis

Transmission Services $ n/a hourly Rate x 100 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission $5000.00- _____% discount=$_____

$5,000 is an estimated annual total for Transmission and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category K Batteries for Chevrolet Light Trucks and Cab & Chassis

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00 - 40 %discount= $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder:_____

Category L ***Body Work and Paint for*** **Chevrolet Light Trucks and Cab & Chassis**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Chevrolet specifications.

$_____ x 2 vehicles= $_____

Discount for materials $10,000- _____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category M- Chevrolet Vans Labor Charge for **Chevrolet Vans** Preventive Maintenance Service Hourly Rate

$ 40 hourly rate x 150 hours= $ 6000.00

Labor Charge for **Chevrolet Vans General Repairs**

$ 40 hourly Rate x 200 hrs=$ 8000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.Discount off Catalog for parts for Preventive Maintenance and General Repairs for **Chevrolet Vans**

$10,00.00- 40 % discount= $ 6000.00

Note: $10,000.00 is an estimate annual amount for Preventive Maintenance and General Repair parts.

$ 22,000.00
Total

Total $ 22,000.00 **X 2 Years = $** 44,000.00

Signature of Bidder: [signature]

Category N Transmission services for Chevrolet Vans

Transmission Services $ n/a hourly Rate x 200 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $5,000.00-_____% discount=$_____

$5,000 is an estimated annual total for Transmission and related transmission parts.

$_____
Total

Total $_____**X 2 Years = $**_____

Signature of Bidder:_____

Category O Batteries for Chevrolet Vans-

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00 - 40 %= $ 600.00

$1,000.00 is an estimated annual total for batteries. $ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Category P ***Body Work and Paint for Chevrolet Vans***

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Chevrolet specifications.

$_____ **x 1 vehicle=** $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____**X 2 Years = $**_____

Signature of Bidder:_____

End of Chevrolet Section Three

SECTION FOUR TOYOTA SEDANS INCLUDING TOYOTA HYBRIDS

Category A
Labor Charge for Preventive Maintenance for Toyota Sedans including Toyota Sedan Hybrids Service Hourly Rate

$ 40 hourly rate x 100 hours= $ 4000.00

Labor Charge for General Repairs

$ 40 hourly Rate x 100 hrs=$ 4000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for Preventive Maintenance and General Repair parts

$7,500 - 40 % discount $ 4500.00

*$7,500.00 is an estimated annual total for Preventive Maintenance and General Repair parts.

$ 14,500.00
Total

Total $ 14,500.00 **X 2 Years = $** 29,000.00

Signature of Bidder: Jeff Duff

Category B Transmission services for Toyota Sedans including Toyota Sedan Hybrids

Transmission Services $ n/a hourly Rate x 100 hrs=$

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for Transmission parts

$ % - $2,500.00=$

$2,500.00 is an estimated annual total for Transmissions and related transmission parts.

$
Total

Total $ **X 2 Years = $**

Signature of Bidder:

Category C Batteries for Toyota Sedans including Toyota Sedan Hybrids

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 10 batteries=$ 400.00

Discount off Catalog for Batteries $1,000 - 40 % discount = $ 600.00
$1,000.00 is an estimated annual total for batteries.

$ 1000.00
Total

Total $ 1000.00 **X 2 Years = $** 2000.00

Signature of Bidder: Jeff Duff

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:

Category D ***Body Work and Paint for Toyota Sedans Hybrids***

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Toyota specifications.

$_____ x 2 vehicles= $_____

Discount for materials $10,000-_____% discount= $_____

Note: $10,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

TOYOTA SUV INCLUDING TOYOTA SUV HYBRIDS

Category E

Labor Charge for Preventive Maintenance for Toyota SUV Service Hourly Rate

$ 40 hourly rate x 100 hours= $ 4000.00

Labor Charge for General Repairs

$ 40 hourly Rate x 100 hrs=$ 4000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Preventive Maintenance & General Repair parts

$5,000.00- 40 % discount= $ 3000.00

*$5,000 is an estimated annual total for Preventive Maintenance & General Repair Toyota parts.

$ 13,000.00
Total

Total $ 13,000.00 **X 2 Years = $** 26,000.00

Signature of Bidder: [signature]

Category F Transmission services for Toyota SUV including Toyota SUV Hybrids

Transmission Services $ n/a hourly Rate x 100 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $2,500.00-_____% discount =$_____

$2,500 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total Section F

Category G Batteries for Toyota SUV including Toyota SUV Hybrids

Labor hourly rate to Remove and Install a new Battery $ 40.00 per hour x 10 batteries=$ 400.00

Discount off Catalog for Batteries $1,000.00- 40 % discount = $ 600.00

$1,000.00 is an estimated annual total for batteries. $ 1000.00
Total

Total $ 1000.00 **X 2 Years = $** 2000.00

Signature of Bidder: [signature]

Category H Body Work and Paint for Toyota SUV including Toyota SUV Hybrids

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to Toyota specifications.

$_____ x 1vehicle= $_____

Discount for materials $5,000-_____% discount= $_____

Note: $5,000 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

End of Toyota Section Four

SECTION FIVE INTERNATIONAL MEDIUM DUTY TRUCKS

Category A
Labor Charge for Preventive Maintenance for International Medium Duty Trucks Hourly Rate

Labor Charge for General Repairs $ 40 hourly rate x 200 hours= $ 8000.00
$ 40 hourly Rate x 200 hrs=$ 8000.00

Steering and Suspension labor charge $ 40 hourly rate x 50 hrs = $ 2000.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Preventive Maintenance and General Repair parts

$10,000.00- 40 % discount=$ 6000.00

*$10,000.00 is an estimated annual total for Preventive Maintenance and General Repair International Medium Duty Truck parts.

$ 24,000.00
Total

Total $ 24000.00 **X 2 Years = $** 48,000.00

Signature of Bidder: [signature]

Category B Transmission services for International Medium Duty Trucks

Transmission Services $ N/A hourly Rate x 100 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $5,000.00 - _____% discount =$_____

$5,000 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____ **X 2 Years = $**_____

Signature of Bidder:_____

Category C Batteries for International Medium Duty Trucks

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00 - 40 % discount= $ 600.00
$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 14,000.00 **X 2 Years = $** 28,000.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:

***Category D* Body Work and Paint for International Medium Trucks**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to International specifications.

$_____ x 1 vehicle= $_____

Discount for materials $7,500.00-_____% discount= $_____

Note: $7,500.00 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

INTERNATIONAL HEAVY DUTY INTERNATIONAL TRUCKS

Category E

Labor Charge for Preventive Maintenance for International Heavy Duty Trucks Hourly Rate

$ 40 hourly rate x 200 hours= $ 8000.00

Labor Charge for General Repairs

$ 40 hourly Rate x 200 hrs=$ 8000.00

Steering and Suspension labor charge $ 68.00 hourly rate x 50 hrs = $ 3400.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Preventive Maintenance and General Repair parts

$ 10,000.00- 40 %discount= $ 6000.00

*$10,000.00 is an estimated annual total for Preventive Maintenance and General Repair International Heavy Duty parts.

$ 25,400.00
Total

Total $ 25,400.00 **X 2 Years = $** 50,800.00

Signature of Bidder: [signature]

Category F Transmission services for International Heavy Duty Trucks

Transmission Services $ n/a hourly Rate x 100 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $5,000.00 -_____% discount =$_____

$5,000 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category G Batteries for International Heavy Duty Trucks

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00- 40 % discount = $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

***Category H Body Work and Paint for* International Heavy Duty Trucks**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to International specifications.

$_____ x 1 vehicle= $_____

Discount for materials $7,500.00-_____% discount= $_____

Note: $7,500.00 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

SECTION SIX- RUBBISH PACKERS

Category A
Labor Charge for Preventive Maintenance for **Rubbish Packers** Hourly Rate

$ 40 hourly rate x 100 hours= $ 4000.00

Labor Charge for General Repairs

$ 40 hourly Rate x 150 hrs=$ 6000.00

Steering and Suspension labor charge $ 40 hourly rate x 20 hrs = $ 800.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for General Repair and Preventive Maintenance parts

Discount for materials $10,000.00- 40 % discount= $ 6000.00

*$10,000.00 is an estimated annual total for General Repair and Preventive Maintenance parts.

$ 16,800.00
Total

Total $ 16,800.00 **X 2 Years = $** 33,600.00

Signature of Bidder: [signature]

Category B Transmission services for Rubbish Packers

Transmission Services $ n/a hourly Rate x 40 hrs=$ _____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $5,000.00- _____ % discount=$ _____

$5,000 is an estimated annual total for Transmissions and related transmission parts.

$ _____
Total

Total $ _____ **X 2 Years = $** _____

Signature of Bidder: _____

Category C Batteries for Rubbish Packers

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00- 40 % discount= $ 600.00
$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

***Category D* Body Work and Paint for Rubbish Packers**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to manufactures specifications.

$_____ x 1 Rubbish packer=$_____

Discount for materials $7,500.00-_____% discount= $_____

Note: $7,500.00 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

SECTION SEVEN BUCKET TRUCKS

Category A
Labor Charge for Preventive Maintenance for **Bucket Trucks** Hourly Rate

$ 40 hourly rate x 100 hours= $ 4000.00

Labor Charge for General Repairs

$ 40 hourly Rate x100 hrs=$ 4000.00

Steering and Suspension labor charge $ 40 hourly rate x 20 hrs = $ 800.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for General Repairs and Preventative Maintenance parts

$7,500.00 - 40 % discount =$ 4500.00

*$7,500.00 is an estimated annual total for parts.

$ 13,300.00
Total

Total $ 13,300.00 **X 2 Years = $** 26,600.00

Signature of Bidder: [signature]

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

Category B Transmission services for Bucket Trucks

Transmission Services $ n/a hourly Rate x 40 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $5,000.00-_____% discount =$_____

$5,000 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for Bucket Trucks

Labor hourly rate to Remove and Install a new Battery $ 40 per hour x 20 batteries=$ 800.00

Discount off Catalog for Batteries $1,000.00- 40 % discount = $ 600.00

$1,000.00 is an estimated annual total for batteries.

$ 1400.00
Total

Total $ 1400.00 **X 2 Years = $** 2800.00

Signature of Bidder: [signature]

Category D Body Work and Paint for Bucket Trucks

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = **$**_____

Hourly labor Rate (s) for Framework$_____x 20 hours = **$**_____

Repainting entire vehicle. Restore to like new appearance in accordance to Manufactures specifications.

$_____ x 1vehicle = $_____

Discount for materials $7,500.00-_____% discount= $_____

Note: $7,500.00 is an estimated annual for parts

$_____

Total $_____X 2 Years = $_____

Signature of Bidder:_____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

SECTION EIGHT- John Deer Loaders including John Deer 544E Loaders and John Deere 410C backhoe/loaders

Category A-Labor Charge for Preventive Maintenance for **John Deer Loaders including John Deer 544E Loaders and John Deere 410C backhoe/loaders. The contractor must have the ability to perform regular maintenance service and major repairs to the engine, drive train, frame structure, hydraulic system and electrical system".**

Labor Charge for General Repairs $ n/a hourly rate x 50 hours= $_____

$_____hourly Rate x 100 hrs=$_____

Steering and Suspension labor charge $_____hourly rate x 20 hrs = $_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for General Repair and Preventive Maintenance parts

$_____% discount - $7,500.00=$_____

*$7,500 is an estimated annual total for General Repair and Preventive Maintenance parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category B Transmission services for John Deer Loaders including John Deer 544E Loaders and John Deere 410C backhoe/loaders

Transmission Services $ n/a hourly Rate x 10 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.
Discount off Catalog for Transmission parts$5,000.00- _____% discount=$_____

$5,000.00 is an estimated annual total for Transmissions and transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for John Deer Loaders including John Deer 544E Loaders and John Deere 410C backhoe/loaders

Labor hourly rate to Remove and Install a new Battery $ n/a per hour x 10 batteries=$_____

Discount off Catalog for Batteries $1,000.00-_____% discount= $_____

$1,000.00 is an estimated annual total for batteries. $_____
Total Section C

Total $_____X 2 Years = $_____

Signature of Bidder:_____

SECTION NINE- JCB Loaders, Including JCB210 series backhoe/loaders

Category A- The contractor must have the ability to perform regular maintenance service and major repairs to the engine, drive train, frame structure, hydraulic system and electrical system".

Labor Charge for Preventive Maintenance for **JCB Loaders, Including JCB210 series backhoe/loaders**

Labor Charge for General Repairs $ n/a hourly rate x 50 hours= $_____

$_____hourly Rate x 100 hrs=$_____

Steering and Suspension labor charge $_____hourly rate x 20 hrs = $_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for General Repair and Preventive Maintenance parts

$_____% discount - $7,500.00=$_____

*$7,500 is an estimated annual total for General Repair and Preventive Maintenance parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category B Transmission services for JCB Loaders, Including JCB210 series backhoe/loaders

Transmission Services $ n/a hourly Rate x 10 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.
Discount off Catalog for Transmission parts $5,000.00-_____% discount=$_____

$5,000.00 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for JCB Loaders, Including JCB210 series backhoe/loaders

Labor hourly rate to Remove and Install a new Battery $ n/a per hour x 10 batteries=$_____

Discount off Catalog for Batteries $1,000.00-_____% discount= $_____

$1,000.00 is an estimated annual total for batteries. $_____
Total Section C

Total $_____X 2 Years = $_____

Signature of Bidder:_____

SECTION TEN- Bobcat Loaders

The contractor must have the ability to perform regular maintenance service and major repairs to the engine, drive train, frame structure, hydraulic system and electrical system".

Labor Charge for Preventive Maintenance for **Bobcat Loaders**

Labor Charge for General Repairs $ n/a hourly rate x 50 hours= $_____

$_____hourly Rate x 100 hrs=$_____

Steering and Suspension labor charge $_____hourly rate x 20 hrs = $_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for General Repair and Preventive Maintenance parts

$_____% discount - $7,500.00=$_____

*$7,500 is an estimated annual total for General Repair and Preventive Maintenance parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category B Transmission services for Bobcat Loaders

Transmission Services $ n/a hourly Rate x 10 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.
Discount off Catalog for Transmission parts $5,000.00-_____% discount=$_____

$5,000.00 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for Bobcat Loaders

Labor hourly rate to Remove and Install a new Battery $ n/a per hour x 10 batteries=$_____

Discount off Catalog for Batteries $1,000.00-_____% discount= $_____

$1,000.00 is an estimated annual total for batteries. $_____
Total Section C

Total $_____X 2 Years = $_____

Signature of Bidder:_____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____

SECTION ELEVEN -ATV VEHICLES, LAWN MOWERS, TRACTORS, SNOWBLOWERS

Section A
Labor Charge for Preventive Maintenance for **ATV Vehicles, lawn mowers, tractors, snow blowers**

$ n/a hourly rate x 50 hours= $_____

Labor Charge for General Repairs

$_____hourly Rate x 50 hrs=$_____

Steering and Suspension labor charge $_____hourly rate x 20 hrs = $_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for General Repair and Preventive Maintenance parts $_____% discount - $5,000.00=$_____

*$5,000 is an estimated annual total for General Repair and Preventive Maintenance parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category B Transmission services for ATV Vehicles, lawn mowers, tractors, snow blowers

Transmission Services $ n/a hourly Rate x 40 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for Transmission parts

$2,500.00 _____% discount=$_____

$2,500 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for ATV Vehicles, lawn mowers, tractors, snow blowers

Labor hourly rate to Remove and Install a new Battery $ n/a per hour x 20 batteries=$_____

Discount off Catalog for Batteries $1,000.00-_____% discount= $_____

$1,000.00 is an estimated annual total for batteries.

$_____
Total Section C

Total $_____X 2 Years = $_____

Signature of Bidder:_____

SECTION TWELVE- NATURAL GAS FORK LIFT

Section A Labor Charge for Preventive Maintenance for Natural Gas Fork Lift

$ n/a hourly rate x 20 hours= $_____

Labor Charge for General Repairs

$_____hourly Rate x 20 hrs=$_____

Steering and Suspension labor charge $_____hourly rate x 20 hrs = $_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for General Repair and Preventive Maintenance parts

$_____% discount - $5,000.00=$_____

*$5,000 is an estimated annual total for General Repair and Preventive Maintenance parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category B Transmission services for Transmission Services for Natural Gas Fork Lift

$ n/a hourly Rate x 40 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $2,500.00-_____% discount=$_____

$2,500.00 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for National Gas Fork Lift

Labor hourly rate to Remove and Install a new Battery $ n/a per hour x 20 batteries=$_____

Discount off Catalog for Batteries $1,000.00-_____% discount= $_____

$1,000.00 is an estimated annual total for batteries.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

SECTION THIRTEEN- HOLDER MULTI USE TRACTOR

Section A
Labor Charge for Preventive Maintenance for Holder Multi Use Tractor

$ n/a hourly rate x 20 hours= $_____

Labor Charge for General Repairs

$_____hourly Rate x 20 hrs=$_____

Steering and Suspension labor charge $_____hourly rate x 20 hrs = $_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for General Repair and Preventive Maintenance parts

$_____% discount - $5,000.00=$_____

*$5,000 is an estimated annual total for General Repair and Preventive Maintenance parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category B Transmission services for Holder Multi Use Tractor

$ n/a hourly Rate x 40 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.
Discount off Catalog for Transmission parts $5,000.00-_____% discount=$_____
$5,000 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Batteries for Holder Multi-Use Tractor

Labor hourly rate to Remove and Install a new Battery $ n/a per hour x 20 batteries=$_____

Discount off Catalog for Batteries $1,000.00-_____% discount= $_____
$1,000.00 is an estimated annual total for batteries.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

NAME OF BIDDER:_____

SECTION FOURTEEN Pierce Pumpers and ladders

Category A

Labor Charge for Preventive Maintenance for Pierce Pumpers and ladders

$ 68.00 hourly rate x50 hours= $ 3400.00

Labor Charge for General Repairs for Pierce Pumpers and ladders

$ 68.00 hourly Rate x 100 hrs=$ 6800.00

Steering and Suspension labor charge $ 68.00 hourly rate x 50 hrs = $ 3400.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Preventive Maintenance and General Repair parts

$ 20,000.00- 40 %discount= $ 12000.00

*$20,000.00 is an estimated annual total for Preventive Maintenance and General Repair Heavy Duty parts.

$ 25,600.00
Total

Total $ 25,600.00 **X 2 Years = $** 51,200.00

Signature of Bidder: Jun 10 Duff

Category B- Transmission Services for Pierce Pumpers and ladders

$ 68.00 hourly Rate x 100 hrs=$ 6800.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $5,000.00 - 40. % discount =$ 3000.00

$5,000 is an estimated annual total for Transmissions and related transmission parts.

$ 9800.00
Total

Total $ 9800.00 **X 2 Years = $** 19,600.00

Signature of Bidder: Jun 10 Duff

Category C Body Work and Paint for Pierce Pumpers and ladders

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x50 hours = $_____

Hourly labor Rate (s) for Framework$_____x 100 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to specifications.

$_____ **x 1 vehicle=** $_____

Discount for materials $30,000.00-_____% discount= $_____

Note: $30,000.00 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

SECTION FIFTEEN- SPARTAN RESCUE AMBULANCE

Category A

Labor Charge for Preventive Maintenance for **Spartan Rescue Ambulance**

$ 68.00 hourly rate x50 hours= $ 3400.00

Labor Charge for General Repairs for Spartan Rescue Ambulance

$ 68.00 hourly Rate x 100 hrs=$ 6800.00

Steering and Suspension labor charge $ 68.00 hourly rate x 50 hrs = $ 3400.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Preventive Maintenance and General Repair parts

$ 10,000.00- 40 %discount= $ 6000.00

*$10,000.00 is an estimated annual total for Preventive Maintenance and General Repair parts for Spartan Rescue Ambulances.

$ 19,600.00
Total

Total $ 19,600.00 **X 2 Years = $** 39,200.00

Signature of Bidder:_____

Category B- Transmission Services for Spartan Rescue Ambulance

$ n/a hourly Rate x 50 hrs=$_____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available.

Discount off Catalog for Transmission parts $5,000.00 - _____% discount =$_____

$5,000 is an estimated annual total for Transmissions and related transmission parts.

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

Category C Body Work and Paint Services for Spartan Rescue Ambulance

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $_____

Hourly labor Rate (s) for Framework$_____x 20 hours = $_____

Repainting entire vehicle. Restore to like new appearance in accordance to specifications.

$_____ x 1 vehicle= $_____

Discount for materials $7,500.00-_____% discount= $_____

Note: $7,500.00 is an estimated annual for parts

$_____
Total

Total $_____X 2 Years = $_____

Signature of Bidder:_____

SECTION SIXTEEN-FREIGHTLINER RESCUE AMBULANCES

Category A -Labor Charge for Preventive Maintenance for **Freightliner Rescue Ambulances**

$ 68.00 hourly rate x35 hours= $ 2,380.00

Labor Charge for General Repairs for Freightliner Rescue Ambulances

$ 68.00 hourly Rate x 50 hrs=$ 3400.00

Steering and Suspension labor charge $ 68.00 hourly rate x 50 hrs = $ 3400.00

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for Preventive Maintenance and General Repair parts

$ 10,000.00- 30 %discount=$ 7000.00

*$10,000.00 is an estimated annual total for Preventive Maintenance and General Repair parts for **Freightliner Rescue Ambulances**

$ 16,180.00
Total

Total $ 16,180.00 **X 2 Years = $** 32,360.00

Signature of Bidder: [signature]

Category B- Transmission Services for Freightliner Rescue Ambulances

$ n/a hourly Rate x 50 hrs=$ _____

For parts, the % off discount shall be the % off the lowest current manufacturers published list price available. Discount off Catalog for Transmission parts

$5,000.00 - _____% discount = $ _____

$5,000 is an estimated annual total for Transmissions and related transmission parts.

$ _____
Total

Total $ _____ **X 2 Years = $** _____

Signature of Bidder: _____

***Category C Body Work and Paint Services for* Freightliner Rescue Ambulances**

Hourly labor Rate(s) for Auto body services (collision repair) and spot painting to restore vehicle to pre collision condition

$ n/a x35 hours = $ _____

Hourly labor Rate (s) for Framework$ _____ x 20 hours = $ _____

Repainting entire vehicle. Restore to like new appearance in accordance to specifications.

$ _____ **x 1 vehicle=** $ _____

Discount for materials $7,500.00- _____% discount= $ _____

Note: $7,500.00 is an estimated annual for parts

$ _____
Total

Total $ _____ **X 2 Years = $** _____ **Signature of Bidder:** _____

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER: _____

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

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.

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.

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.

Frank J. Duff
(Signature)

Frank J. Duff
(Name of person signing bid)

Duff Spring Company, Inc.
(Name of Business)

Address: 367 Mystic Avenue

City, State, Zip Code: Medford, MA 02155

This form must be submitted with your bid

CORI COMPLIANCE FORM

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

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

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

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

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

Frank J. Duff
(Typed or printed name of person signing quotation, bid or proposal)

Signature

Duff Spring Company, Inc.
(Name of Business)

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

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

This form must be submitted with your bid

City of Cambridge CORI Policy

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

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

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

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

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

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

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

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

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

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

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;

(f) The number of offenses;
(g) Whether the applicant has pending charges;
(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by the candidate or requested by the City.

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

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

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

Revised May 5, 2007

ORDINANCE NUMBER 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

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.

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.

City Of Cambridge
Articles Of Agreement

Commodity:

File Number:

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

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

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

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

Contract Value:

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

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

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

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

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

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

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

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

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

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

Approved as to Form:

Donald A Drisdell
City Solicitor

The Contractor:

Signature and Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent

DUFF SPRING CO. INC.
367 Mystic Avenue
Medford, MA 02155-6312

NAME OF BIDDER:_____