++FORMAL BID

FILE NO.: 5325

COMMODITY: FLEXIBLE SPENDING ACCOUNT

NAME OF BIDDER:

BIDDER'S FED. ID.

Item/Schedule

Term of Contract

Options

Perf Bond Yes No | Payment Bond Yes No | Insurance Yes No

TO: Cynthia H. Griffin, Purchasing Agent
City Hall, 795 Massachusetts Avenue
Cambridge, MA 02139
PH: (617)349-4310 FX: (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, SEPTEMBER 30, 2010,** which is to be opened and publicly read at the Office of the Purchasing Office, City Hall, 795 Massachusetts Ave, Room 303, Cambridge, MA at 11:00 a.m. on **THURSDAY, OCTOBER 14, 2010. This bid may be downloaded off the City's website, www.cambridgema.gov, Online Services, Current Bid List, Formal, File No. 5325. 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 **Flexible Spending Account opened at 11:00 a.m. on Thursday, October 14, 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. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____**FAX NUMBER:**_____

EMAIL ADDRESS:_____

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

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME OF BIDDER:_____

City of Cambridge
Purchasing Department

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

The undersigned hereby proposes to provide all labor, materials and equipment necessary to provide Flexible Spending Services for the City of Cambridge City and School employees.

One award will be made as a result of this formal bid. The contract will be for a period of two years with a one year option to renew at the sole discretion of the awarding authority. The contract will be awarded to the responsive and responsible bidder offering the lowest total price for Year One and Year two not including the alternate item. The City will renew year three depending on the performance of the contractor and the price for the third year. Prices must remain FIRM for the entire contract period. The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and other available funds.

The 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.

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Questions

Questions concerning this Invitation for Bid must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. *All questions must be submitted no later than* **Thursday, October 7, 2010 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

If downloading this Invitation for Bid from the Purchasing Website please check back 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.

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.

SCOPE OF SERVICES

I. General

The City of Cambridge is requesting written price quotations to obtain from qualified companies to provide a Flexible Spending Account (FSA) Plan Program. The City will pay for these services on a fee paid contractual basis. The successful Bidder will be required to provide complete FSA services to the City commencing on or about November 12, 2010, for tax year 2011. **The Contract will be for two years with a one year option to renew at the sole discretion of the awarding authority. Annual rates must remain firm or be reduced throughout the life of the contract.**

Prospective Bidders must demonstrate the ability to provide the full range of FSA services in this document, must meet all of the Quality Requirements, and must submit a completed proposal package.

II. Scope of Work

The purpose of this Request For Price Quotation is to obtain from qualified providers detailed proposals for full-range Flexible Spending Account Plan (FSA) services in the areas of medical expenses and dependent care. The successful Bidder will become the City's FSA provider. These services are described below in detail. If the Bidder does not provide these services as described below, but believes it can offer equivalent or superior results by some other means, the alternative service should be described, in detail, in Section 2.8.

The term "Bidder" used below refers to either the vendor submitting a proposal or the selected vendor, as the context indicates. The term "provider" used below refers to the selected vendor.

2.1 General Services

The successful Bidder will be responsible for the preparation and administration of a Flexible Spending Account Program (FSA) including, but not limited to providing a written Section 125 Plan which must provide detailed descriptions of the scope of all FSA Plans or plan segments to be provided for administration of:

A. Qualified Health Care Reimbursement Account consistent with Sections 125 & 129 of the Internal Revenue Code to accommodate employee out of pocket expenses such as:

- medical insurance deductibles
- co-payments
- vision care (eyeglasses, contact lenses, examinations)
- medical examination costs not covered by insurance
- prescription drug costs not covered by insurance
- chiropractor and other specialist costs not covered by insurance
- psychiatric counseling not covered by insurance
- other medical expenses qualified under IRC Section 125
- dental expenses such as examinations, cleanings, fillings, crowns, bridges, dentures orthodontist services, implants, inlays, x-rays and other dental expenses qualified under IRC Section 125
- other out of pocket expenses eligible for reimbursement consistent with Section 125, 129 of the Internal Revenue Code.

B. Dependent Care Assistance Plan consistent with Sections 125 & 129 of the Internal Revenue Code.

2.2 Orientation and Enrollment

The successful Bidder will provide detailed information and orientation sessions outlining the scope of services and the procedures for enrolling and utilizing the plan for eligible employees. The Bidder will provide staff and resources, including enrollment and claim forms, for open enrollment periods and throughout each plan year.. There will be no minimum participation requirements.

2.3 Claims Processing and Payment Procedure

Bidders shall provide sample copies of all forms used for submission of claims and reimbursement for qualified expenses including examples of acceptable claim documentation. Bidders shall provide examples of statements provided to participants. Bidders must set up individual accounts for each City employee enrolled in the plan. Participant claims must be processed at least twice a month, with employees having the option of reimbursement by check or by direct deposit into the employee's bank account. Participants choosing direct deposit must have the option of weekly reimbursements at no extra charge. Claim forms should be available via on-line resources. The bidder must accept claims via mail or fax or via email with scanned documents.

2.4 Confidentiality

Provider shall ensure that claim processing is confidential and no information shall be transmitted to the employer, other than account balances. Bidders shall adhere to a Business Associate Agreement in accordance with HIPAA regulations.

2.5 FSA Reports, Cycles and Scope

Bidders shall identify and explain all reporting cycles and standard reports which are provided through the administration of the plan. The bidder will provide status reports to the City on a quarterly basis. The bidder will be responsible for all reports to the IRS, except the individual W-2 reporting on dependent care for participating employees. The bidder will be responsible for filing form 5500 with the IRS if required.

Bidders shall provide sample administrative reports, which shall include but are not limited to enrollment reports; monthly reports; annual reports; plan financial transactions analyses and balances.

2.6 FSA Plan Administration/Resources

The FSA staff must demonstrate managerial and administrative experience. The staff should have demonstrable knowledge of all pertinent IRS codes; especially those sections which pertain to or govern sections 125 and 129 and FSA operations.

The FSA staff must have demonstrable experience in the preparation and administration of Flexible Spending Accounts. The FSA staff must have staff available to answer calls from participants.

The FSA staff must keep current on legislative changes that pertain to flexible spending accounts and advise/inform the City of such changes.

The Bidder shall possess the proper registration and/or licenses to administer a Flexible Spending Account Program.

The Bidder will be expected to conduct non-discrimination testing. The Bidder will also represent the City in matters of IRS and Department of Labor compliance.

The Bidder will be expected to assume and accept fiduciary responsibility for the plan. Employee contributions to the plan will be remitted to the Bidder via vendor check with hard copy employee contribution report as frequently as they are withheld from paychecks (weekly, semi-monthly, and monthly), without requiring the City to set up or maintain a separate bank account. The Bidder will set up a claims account, from which reimbursements will be paid. The Bidder will be expected to maintain insurance policies to cover crime/theft of funds.

The bidder shall have the capability of allowing plan participants to obtain account information online via a secure process, at no additional charge. Information available should include participant account balance, contributions year to date, and claims submitted and paid year to date.

The Bidder will be expected to perform run out services for 90 days after the plan year ends.

2.7 Billing Information

Billing shall be presented on or before the first day of each one (1) month period during the term of the agreement. The City of Cambridge and the Cambridge Public Schools will be billed separately. The City will be billed per employee, so only one fee charged even if the employee is enrolled both medical and dependent care accounts.

III. Schedule

The estimated contract period shall commence on November 12, 2010 (or as soon thereafter as contract is entered into). **The Contract will be for two years with a one year options to renew at the sole discretion of the awarding authority. Annual rates must remain firm or be reduced throughout the life of the contract.**

QUALITY REQUIREMENTS

A "no" response or failure to respond to any of the following Quality Requirements will result in a rejection of your bid (items 1-7). Circle Yes or No for each of the Quality Requirements.

1. The Bidder has five or more years experience providing FSA services.

YES **NO**

2 The Bidder has a local office within a 20-mile radius of the City of Cambridge, MA.

YES **NO**

If Yes, list address:

_____

3. The Bidder is able to reimburse employees for expenses at least twice a month.

YES **NO**

4. The Bidder is able to reimburse employees for expenses via direct deposit weekly at no additional charge.

YES **NO**

5. The Bidder is able to allow plan participants to obtain account information online via a secure process, at no additional charge.

YES **NO**

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

YES **NO**

7. Bidder can provide, upon request, proof of insurance policy to cover crime/theft of funds.

YES **NO**

If Yes, list dollar amount of current policy

_____

BID SUBMISSION REQUIREMENTS

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

1. The Bidder should describe its management capabilities. Please include the names and professional qualifications of the Bidder's employees and staff who will have primary responsibility for administering the City's FSA.

   The Bidder shall provide samples of items referenced in the IFB as: 2.2, 2.3, 2.4, and 2.5.

2. Please provide a list of at least four references, two of which must be Municipality or State Government office in the Commonwealth of Massachusetts. Include the name, contact person, his/her title, address and telephone number. In addition, the City reserves the right to use itself as a reference. A bid maybe rejected on the basis of one or more references reporting less than excellent past performance by the bidder and/ or that experience does not meet the Quality Requirements.

3. Please describe the Bidder's direct experience providing services described in Section II, Scope of Work, to other customers.

PRICE PROPOSAL

The contract will be awarded to the responsive and responsible bidder offering the lowest total price for Year One and Year two not including the Alternate Item. The City will renew year three depending on the performance of the contractor and the price for the third year. All prices are to remain firm for the entire contract period. The per employee cost shall include all costs associated with the administration of the FSA as detailed herein. No additional cost or charges shall be permitted.

The Alternate Item will be purchased based on the availability of funds.

Annual cost per participating employee

YEAR ONE 300 Employees x 12 months = $_____/PER PARTICIPATING EMPLOYEE =

$_____
Total Year one

YEAR TWO 300 Employees x 12 months = $_____/PER PARTICIPATING EMPLOYEE =

$_____
Total Year two

Total Year One and Year Two: $_____

Total in words for Year one and Year two:_____

YEAR THREE 300 Employees x 12 months = $_____/PER PARTICIPATING EMPLOYEE =

$_____
Year Three

Signature of bidder:_____

Alternate Item

Annual cost per participating employee for debit card services on medical reimbursement accounts

= $_____/PER PARTICIPATING EMPLOYEE

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

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

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

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

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

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

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

_____
(Print Name of person signing bid)

_____
(Signature & Title)

_____
Name of Company

_____
Address

_____
City State Zip Code

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

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

_____ _____
(Typed or printed name of person signing quotation, bid or Proposal) Signature

_____
(Name of Business)

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

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

This form must be submitted with your bid

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

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 _____ 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

Baked Chicken

POINTS® Value: 3
Servings: 4
Preparation Time: 10 min
Cooking Time: 35 min
Level of Difficulty: Easy
Use fresh herbs and lemon juice to give plain baked chicken fantastic flavor. This combination of flavors also works well with turkey cutlets or white fish fillets.

- 1 spray(s) cooking spray
- ♦ 1 pound(s) uncooked boneless, skinless chicken breast, four 4 oz halves
- 1/2 tsp table salt
- 1/4 tsp black pepper, freshly ground
- 1 tsp olive oil
- 2 tsp fresh lemon juice, or more to taste
- 2 tsp rosemary, fresh, chopped
- 2 tsp parsley, fresh, chopped
- ♦ 1/4 cup(s) canned chicken broth
- ♦ 1/2 medium lemon(s), quartered (for garnish)

- Preheat oven to 400°F. Coat a small, shallow roasting pan with cooking spray.
- Season both sides of chicken with salt and pepper. Transfer chicken to prepared pan and drizzle with oil; sprinkle with lemon juice, rosemary and parsley. Pour broth around chicken to coat bottom of pan.
- Bake until chicken is cooked through, about 30 to 35 minutes. Garnish with fresh lemon and serve. Yields 1 chicken breast half per serving.