

<b>FORMAL BID</b>	
<b>FILE NO:</b> 5340	Item/Schedule
<b>COMMODITY:</b> Year 2011, Freightliner 35,000 lb Truck with Hot Box	Term of Contract
<b>NAME OF BIDDER:</b>	Options
<b>BIDDER'S FED. ID.</b>	Perf Bond      Payment Bond      Insurance Yes No              Yes No              Yes No

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

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, OCTOBER 28, 2010**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **THURSDAY, NOVEMBER 18, 2010**. **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. his bid may be downloaded from the City's web site, [www.CambridgeMA.gov](http://www.CambridgeMA.gov), Online Services, Current Bid List, Formal, File No. 5340.**

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 **Year 2011, Freightliner 35,000 lb Truck with Hot Box** opened at **11:00 a.m. on Thursday, November 18, 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:** \_\_\_\_\_

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

( ) Corporation, incorporated in the State of: \_\_\_\_\_

( ) Partnership. Names of partners: \_\_\_\_\_

( ) Individual: \_\_\_\_\_

Email Address: \_\_\_\_\_

**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.

Name of Bidder: \_\_\_\_\_

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

The undersigned hereby proposes to furnish and deliver one Year 2011 Freightliner 35,000 lb. Truck with Hot Box to the City of Cambridge Department of Public Works. One award will be made as a result of this formal bid. Prices must remain FIRM during the entire contract period. A contract will be awarded to the responsive and responsible bidder offering the lowest price for the equipment not including the alternate item (extended warranty).

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 **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, November 11, 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 is 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.**

Name of Bidder: \_\_\_\_\_

**SCOPE OF SERVICES**

**Scope of Services**

Equipment to be furnished and delivered under this bid shall be one Year 2011 Freightliner 35,000 lb. Truck with Hot Box.

**Authorized Distributor**

Bidder must be a manufacturer or manufacturer's authorized distributor and service provider for the product on which it is submitting a bid and must attach a copy of appropriate certifications.

**Delivery**

All bids shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house at the Department of Public Works garage, 147 Hampshire Street, Cambridge, Mass. 02139. An authorized City representative will inspect the equipment before acceptance. The equipment must be delivered with a full tank of fuel. Equipment must be delivered within ninety days of contract execution. The City has the right to reject any late delivery. Vehicle and equipment delivery and liability remains with the Contractor until the products are properly delivered and signed for by the City.

**Owner Manuals**

The successful bidder shall provide two (2) sets of owner/shop manuals at no additional cost. The Department of Public Works will also be placed on the mailing list for revisions to these manuals and for receipt of Dealer Service Bulletins as they are published.

**Specifications**

One (1) new 2011 Freightliner 35,000 lb. GVW Chassis with 5.0 Cubic Yard Asphalt Heater Hot Box and related equipment:

1. Truck and Chassis Specifications:  
35,000 GVW 4 x 2 Cab & Chassis  
2011 Model Year, with 2010 EPA Carb Emissions Certification  
84" cab to axle dimension with Set Back Axle Design  
106" bumper to back of cab w/ Fiberglass hood design  
150" Wheelbase or 3800mm w/ 74" after-frame for body installation  
Flat Roof Aluminum Cab Design

Color: Omaha Orange to match City of Cambridge specifications.

Engine: 260 HP @ 2000 RPM; 2200 rpm governed @ 660 lb./ft Torque @ 1300 rpm, w/ Electronic Integral Shutdown Protection

SCR-Selective Catalytic Reduction System to meet 2010 EPA Carbon Emissions

In-line Six-Cylinder w/ wet sleeve design, w/ one-piece valve cover

Cummins 18.7 CFM Air Compressor w/ Internal Safety Valve

12V 160 Amp 28 SI Quadramount Pad Alternator w/ remote battery

Single Battery Box frame mounted left side under cab

(2) Group 31, 2200 CCA threaded Batteries w/ positive post for jumpstart

Right-hand Outboard Under Step Mounted Regeneration Device

11' 6" RS Exhaust System b-pillar mounted vertical

1000 Watt/ 115 V Engine Block Heater

1200 Sq. Inch Aluminum Radiator

Horton On/Off Fan Drive w/ Aluminum Fly-Wheel Housing

Allison 3500 RDS Automatic Transmission w/ PTO Provision

Vehicle Interface Wiring and PDM w/ body builder connector, mtd boc

Electronic Transmission Customer Access Connector, mtd boc

T-Bar Handle Style Transmission Shift Control, dash mounted

TES 295 Compliant Synthetic Transmission Oil

Water to Oil Transmission Oil Cooler in Radiator end tank

5 Speed Transmission WTEC Programming

**Name of Bidder:** \_\_\_\_\_

12,000 lb. Front Axle Drop Style  
12,000 Taper Leaf Front Springs and MF Front Rubber Bushings/Spring  
Front Shock Absorbers  
Front Axle Synthetic Lube  
16.5 x 5 L ES Front Stamped Spider Cam Front Brakes, single anchor  
Front Dust Shields

23,000 lb. ARS-23-R-Series Single Rear Axle  
5.88 Rear Axle Ratio  
16.5 x 7D ES Cast Spider Cam Rear Brakes, single anchor  
Rear Brake Dust Shields  
30,000 lb. Rear Flat Leaf Rear Suspension w/ Helper Springs and radius rod ends, fore and aft control rods  
17N Meritor Extended Lube Main Driveline w/ Full Round Yokes

Wabco 4S/4M ABS Anti-Lock Brake System  
Wabco SS 1200 Plus Air Dryer w/ Integral Air Governor and Heater  
Air Dryer Frame Mounted LH Side on Rail  
Air Connections Mounted End of Frame w/ Glad Hands for Trailer Towing  
SAE J560 7-Way Primary Trailer Cable receptacle  
Meritor Front & Rear Automatic Slack Adjusters

106" BBC Aluminum Flat Roof Cab  
11/32" x 3 1/2" x 11" Steel 120 KSI Frame  
2,037,000 RBM Rating w/ Section Modulus of 16.98 ,both min.  
3" Heat Treated Bumper Extension  
Front Tow Hooks Frame Mounted  
Grade 8 Threaded Hex Headed Frame Fasteners  
6 Gallon Diesel Exhaust Fluid Tank frame mounted under cab  
50 Gallon Aluminum Fuel Tank frame mounted LS under cab  
Alliance Fuel/Water Separator w/ fuel primer pump  
TRW T-60 Power Steering Pump  
3-Piece 14" Steel Bumper  
Fiberglass Front Hood  
Integral Rectangular Headlight/Marker package  
Non-removable Bugscreen mtd. Behind Grille  
Dual West Coast Heated Bright Finish Mirrors w/ Integral Convex Aux.'s  
Right Hand Downview Mirror  
LH & RH Stainless Cab Mtd Grab Handles  
Electric Horn Warning System for Park Brake not sent  
Tinted glass including 63"x 14" rear window  
Gray Interior with aluminum Kickplates on both doors  
Gray Flat Dash, in-dash storage bin, (2) cup-holders  
Air Conditioning w/ R-134A refrigerant  
Cigar Lighter and (1) aux power outlet  
Bostrum High Back 910 Air Drivers Seat  
Two Man Passenger Seat w/ Tool Box  
97 DB Back-up alarm  
Transmission Oil Temp Gauge, Hour Meter  
AM/FM/weatherband Radio  
(2) Extra Switches In-dash w/ Light and Wire to Chassis back of cab

Accuride 22.5 x 8.25 10-Hub Piloted HD Steel Disc Front Wheels for max. gvw  
Accuride 22.5 x 8.25 10-Hub Piloted HD Steel Disc Rear Wheels  
Continental or equal HSL 11R22.5 14 ply Front Radial Tires  
Continental or equal HDL ECO 11R22.5 14 ply Rear Radial Tires

**Name of Bidder:** \_\_\_\_\_

Warranty: 2 Year/Unlimited Miles Basic Vehicle  
5 Year/Unlimited Miles Frame, Crossmembers, Cab Corrosion  
2 Year/Unlimited Miles/Hours Cummins ISC Engine  
3 Year/Unlimited Miles Allison Transmission  
2 Year/Unlimited Miles Towing/Roadside Assistance

**2. Body and Equipment Specifications:**

One (1) new and unused Truck Mounted 5 Cubic Yard Asphalt Heater Hot Box to be used for the purpose of maintaining proper working temperature of hot mix asphalt.

Hopper:

Hopper shall have a capacity of 5 cubic yards.

The hopper shall have an overall dimension of 125" long, 56" high, and 96" wide. The inner tank shall have a slope of 32°. Triple wall construction, inner hopper to be constructed of 10 gauge material.

Oil jacketed chamber to be constructed of 12 gauge material insulated with 2" of 1½# density hi-temperature fiberglass insulation. The oil tank shall have 150 gallons of heat transfer oil minimum.

The unit shall have 2 lateral heat baffles designed into the hopper to help evenly distribute heat into the center of material. The baffles shall have heat transfer oil circulated through them. Insulation covers to be 16 Gauge.

Hopper shall be covered with two (2) 16 gauge hydraulically operated doors.

The doors shall open a full 270° to allow full hopper access for filling while having the lowest overall height. Doors shall open with hydraulic driven gear boxes. Door shall be double walled and insulated with 3" of insulation.

Door operation will be controlled from rear curb side of unit and a warning buzzer will sound during door operations.

Material will be delivered to the rear of the unit by means of an auger. The material is discharged onto a shovel platform or directly onto the repair site on the roadway.

The shoveling platform shall fold up to allow material to be dispensed on the road way. The platform will have a lock to lock the platform in up position.

The auger will be 6" diameter with hardened flighting and hardened auger trough that is double lined and replaceable running the entire length of the hopper. Auger flighting shall be 3/8" thick by 6" diameter AR (abrasion resistant) steel. **A spare auger with complete assembly shall be included.**

Auger will be powered by a 2 speed 32 cubic inch hydraulic motor with forward and reverse capability.

To be controlled from rear curb side of unit. Auger shaft will be coupled to the hydraulic motor by a flexible coupling to allow for movement. Support bearing to be 1½" with permanently lubricated ball bearings with hi-temperature seals.

Hopper shall have a thermostat in the hopper to monitor the temperature of the material.

Temperature gauges to be digital and be intergraded into the thermostat control and shall monitor product temperature and heat transfer oil temperature.

Hopper shall be mounted to the truck chassis with a spring loaded slip saddle mount.

Constructed with side mounted storage compartments for tool storage.

**Name of Bidder:** \_\_\_\_\_

**Heating System for Hopper:**

Unit will be equipped with a 12 Volt Beckett Diesel Burner with up to 490,000 BTU output, firing into a 12" heating chamber transitioning down to a 6" x .188 fire tube.

Heat transfer oil shall surround the sides and bottom of hopper and circulate thru heat risers for even material heating. The fire tube will run from along the bottom of the oil jacket and return to a vertical stack exhausting into the top of the hopper to reduce bridging. Equipped with automatic temperature control, spark ignition with flame sensing for automatic shut down of main diesel burners in case of flame out. To be equipped with all necessary fittings, hoses and valves.

The flue will be equipped with one (1) replaceable 309 stainless steel diffuser to prevent hot spots in heating chamber.

The diesel burner fuel is supplied from the truck fuel tank.

A hydraulic operated heat transfer oil pump shall be included to circulate the hot oil evenly around the hopper for even heating.

**Hydraulic System:**

The hydraulic pump shall be mounted directly to PTO of truck.

Pump shall be load sensing, variable displacement, piston pump with an operating pressure of 2000 PSI (power take off to be included).

The hydraulic pump shall be an axial piston pressure and flow compensated load-sensing type. The pump shall have a displacement of 5.61 cubic inches per revolution at maximum stroke which will deliver 23.7 gpm @ 1000 engine rpm. The pump shall have a minimum 2" inch suction line and 1/2" control drain line plumbed directly back to the reservoir. The pumps compensator shall have rear facing adjustments. The pump shall be rated for 5800 PSI maximum and 4800 PSI continuous. The operating pressure of the unit shall be 2000PSI. The pump shall have a Din type-mounting flange and a Din 5462 8-tooth shaft. The pump shall be FORCE America TXV92 or prior approved equal. An OMFB series constant mesh PTO that is mounted to the transmission shall drive the pump.

Hopper shall have hydraulic controls for discharge auger, hot oil circulating pump, and top cover.

Valve to be a Force America Add-A-Fold. The valve sections shall be rated at 20GPM. The hydraulic valve shall be of modular manifold design. Each hydraulic function requires an individual manifold stacked together to form the manifold base. The manifold base shall consist of an inlet section with SAE #16 inlet porting, SAE #20 outlet porting, and SAE #4 load sense porting. There shall be a main system relief in the inlet section to protect the system from high pressure in case the pump compensators fail. Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments. Each hydraulic valve segment shall have individual pressure compensation to achieve independent simultaneous operations. All segments shall have heavy-duty continuous duty coils and connections shall be with Din connectors. All coils shall operate at 12 VDC and require a maximum of 1400 mille-amps. Each segment shall be equipped with a manual overrides. All hydraulic lines to be run in steel tubing with face seal fittings.

A 30 gallon oil reservoir and valve enclosure combination shall be included. A ventilated fill cap, filter, hydraulic cooler and sight/temperature gauge shall be included.

**Color:**

Omaha Orange to match City of Cambridge specifications.

**Including the following features:**

**Hopper Access Walkways:**

Shall have front and rear built-in steps with a fold down hopper access platform with raised grip tread and non-skid surface.

**Shovel Cleaning Compartment:**

Shall have a Shovel Cleaning Compartment constructed of 12 gauge material with splash guard compartments, drain plug, and rain tight cover. Shall hold (4) four shovels.

**Two Compactor Plate Carriers:**

Compactor Plate Carriers with hydraulic raise and lower for operator convenience and shall have a spring lock and fold up out of the way when not in use.

**Overnight Electric Heater:**

Allows for a faster start-up and helps to maintain heat. The hopper shall have 2-3000 watt, 230 V.A.C, connected to the same thermostat as the diesel heater and wired to a 10'-8 gauge extension cord for overnight heating. The tack tank, when included, shall have 1-1500 watt heater wired to the same thermostat as the tack tank. See photo below

**Arrowstick:**

Optional arrow stick for increased operator safety. Mounted on the top rear of hopper with controller in the operators control panel minimum length 36" with LED light bulbs.

**Strobe Lights:**

Front and rear recessed LED flashers

**LED Truck Lights:**

LED Lights TRUCK Lights in lieu of grommeted incandescent Lights  
Cab control for warning lights to be wired into cab per City of Cambridge.

**Warranty:**

One (1) year on workmanship and manufactured equipment.

**Additional Equipment Specifications:**

New and unused Two Way Motorola Radio per Cambridge's specifications, installed.

Name of Bidder: \_\_\_\_\_

**Quality Requirements**

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

Circle “YES” or “NO” for each of the following requirements:

- |  |            |           |
|--|------------|-----------|
| 1. The bidder has a minimum of three years experience in the manufacture or sale of Freightliner vehicles.   | <b>Yes</b> | <b>No</b> |
| 2. Replacement parts and service are available within a fifty mile distance from the Department of Public Works located at 147 Hampshire Street, Cambridge Massachusetts, or the bidder will provide on-site service/warranty repairs. | <b>Yes</b> | <b>No</b> |
| 3. Bidder can provide, upon request, proof of financial solvency.  | <b>Yes</b> | <b>No</b> |

**Bid Submission Requirements**

Failure to submit 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.

1. The bidder shall submit two sets of literature from the equipment manufacturer describing the specifications of the equipment to be purchased under this bid.
2. Bidder shall submit documentation certifying that it is a manufacturer’s authorized distributor and service provider.
3. The bidder shall provide in writing a full statement as to the length of warranties, future upgrades and support of all equipment purchased under this bid.
4. The bidder shall provide in writing the names and contact information of three customers who are currently using the equipment to be purchased under this bid. 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.

Name of Bidder: \_\_\_\_\_

**Price Proposal**

A contract will be awarded to the responsive and responsible bidder offering the lowest total cost not including the optional equipment (extended warranty).

All prices are to remain firm. Price must include vehicle in accordance to the specifications, attachments, delivery and warranty as specified. No additional charges will be authorized.

**One (1) new 2011 Freightliner 35,000 lb GVW Chassis with 5.0 Cubic Yard Asphalt Heater Hot Box and related equipment per specifications.**

Total Cost: \$ \_\_\_\_\_

**Total in words:**

\_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Optional Equipment- Please provide a price for the following extended warranty. The City may or may not purchase depending on the availability of funds.**

Extended Warranty on Asphalt Heater Hot Box - a two-year extended warranty, parts and labor, after the one year warranty period ends.

\$ \_\_\_\_\_ two year extended warranty.

**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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of person signing bid)

\_\_\_\_\_  
(Name of Business)

Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

**This form must be submitted with your bid**

**Name of Bidder:** \_\_\_\_\_

**CORI COMPLIANCE FORM**

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

**CERTIFICATION**

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

1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_  
(Typed or printed name of person signing quotation, bid or proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**

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

**Instructions for Completing CORI Compliance Form:**

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

**This form must be submitted with your bid**

Name of Bidder: \_\_\_\_\_

### City of Cambridge 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;

Name of Bidder: \_\_\_\_\_

(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**

**Name of Bidder:** \_\_\_\_\_

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.

Name of Bidder: \_\_\_\_\_

**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:**

**The Contractor:**

\_\_\_\_\_  
**Donald A Drisdell**  
**City Solicitor**

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Robert W. Healy**  
**City Manager**

\_\_\_\_\_  
**Cynthia H. Griffin**  
**Purchasing Agent**

**Name of Bidder:** \_\_\_\_\_