

FILE NO. 5408 SCUBA DIVING EQUIPMENT -THURSDAY, MARCH 3, 2011 @ 11:00 AM

<b>FORMALBID</b>			
<b>FILE NO:</b> 5408	Item/Schedule		
<b>COMMODITY:</b> Scuba Diving Equipment	Term of Contract		
<b>NAME OF BIDDER:</b>	Options		
<b>BIDDER'S FED. ID.</b>	Perf Bond Yes No	Payment Bond Yes No	Insurance Yes No

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

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, February 17, 2011**, 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, March 3, 2011**. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advance of the due date and time. Late proposals will not be accepted. This 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. 5408**.

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 **"Scuba Diving Equipment"** scheduled to be opened **at 11:00 A.M. on Thursday, March 3, 2011**". **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:** 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, Purchasing Agent  
City Hall, Cambridge, Massachusetts 02139

The City of Cambridge is soliciting bids from qualified vendors to provide **Scuba Diving Equipment** for the City of Cambridge Fire Department.

One award will be made to the responsive and responsible bidder offering the lowest total price for all equipment listed. **All prices are to remain firm.**

A contract(s) will be awarded within forty-five days, unless award date is extended by consent of all parties concerned. **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.**

**Questions**

**Questions concerning this Request for Quote must be submitted in writing and faxed to the Purchasing Agent, Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than Wednesday, February 23, 2011 by 4:00 PM. An addendum will be posted to the website to notify all bidders of the questions and answers.**

**Please check 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 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.

**Tax Exemption**

The City of Cambridge is a tax-exempt organization with tax exempt number: E0300138.

**The successful bidder will be required to provide a manufacturer's owner's manual for each item.**

**It shall be the City of Cambridge's sole discretion to determine if the bidder's submission of equipment meets the specifications provided by the City.**

NAME OF BIDDER: \_\_\_\_\_

**Item #1**

**Trilaminate Public Safety SCUBA Diving Dry Suit: Quantity = 20**

The following **\*Item #1, SCUBA diving dry suit, over boots, \*Item #2 undergarment, and \*Item #3 undergarment boots** must be of the same manufacturer to be compatible with each other and to create an ensemble. The successful bidder will conduct 2 fitting sessions according to the Fire Department's work schedule at Fire Headquarters, before ordering suits to ensure proper fit. Diving dry suit, undergarment, undergarment boot, and over boot sizes will be determined at these fitting sessions. Upon delivery, the successful bidder will trim the neck seal on each suit to properly fit the diver it is assigned to.

**Suit must meet the following specifications:**

- Trilaminate material made of high tenacity Nylon/Butyl Rubber/Nylon laminate
- Diagonal front-entry zipper that crosses the torso from the upper left shoulder to the right hip
- Telescoping torso
- Suspenders
- Crotch strap
- Reflective tape
- Apeks swivel inlet and adjustable automatic exhaust valve
- Neon green overlays with a double layer material over knees, shoulders, buttocks
- Internal waist adjustment cord
- Attached Cordura socks with durable Cordura based over boot worn over it
- Public Safety patch
- Available in made to order sizes and standard sizes with short and tall options
- Flexible urethane ring on neck and wrists allowing for quick and easy field seal replacement
- Latex neck seal/hood combination with flexible urethane ring attachment system
- Five finger dry gloves with inner wrist dam, removable thermal liner, and flexible urethane ring attachment system.
- Each suit will be supplied with an inflator hose and storage bag
- Each suit will be supplied with a hood liner meeting the following specification:
  - Designed to be worn under latex hood
  - One size designed for snug fit
  - Material will be Polartec Power Stretch 300gm
  - Available in chalkboard color

**Item #2**

**Insulated jumpsuit style undergarment appropriate for diving in water as low as 32°F:**

**Quantity = 20**

**Undergarment must meet the following specifications:**

- Quilted Thinsulate Ultra Insulation 200gm Type BZ
- Polartec Power Stretch 560gm panels in arms, waist, and legs
- Wind and spray resistant outer shell with high tenacity technical ripstop
- Fleece lining with an AEGIS microbe shield antimicrobial feature
- 2 zippered hip pockets
- Zippered chest pocket
- Stand up collar
- Stirrups and thumb loops
- Silk-screening must be available from the manufacturer. CFD will provide art work

**NAME OF BIDDER:** \_\_\_\_\_

**Item #3**

**Insulated undergarment boots: Quantity = 20 pairs**

**Insulation boots must meet the following specifications:**

- Quilted Thinsulate Ultra Insulation 400gm
- Polartec Powerstretch 560gm
- Wind and spray resistant outer shell with high tenacity technical ripstop nylon
- Fleece lining with AEGIS microbe shield antimicrobial feature
- Polartec around the top for a snug fit
- Cordura on the soles of the socks
- Temperature rating 28-45°F

**Item #4**

**Portable backpack style high power compressed air foam decontamination system:**

**Quantity = 1**

**The decontamination system must meet the following specifications:**

- Operating pressure: 100 PSI
- Fits Scott Air cylinder sizes: 5.5”–7” diameter, 19”- 22” length
- Liquid capacity: 5 gallons
- Projection distance: Up to 40 ft. with standard smooth bore foam nozzle included
- Nozzles needed: Smooth bore for maximum force, fan spray for decontamination of divers and mid-X for creating large volumes of foam for blocking vapors
- Cylinder pressure: 2216 – 4500 PSI
- Air use: 45 minute cylinder empties 5 gallon tank up to 4 times
- Foam expansion: Up to 70:1
- Unit dimensions: 21.3” H x 15.9” W x 11.3” D
- Construction: One-piece polyethylene tank with ABS equipment cover
- Suspended on a custom backpack harness with a padded hip belt and lumbar support
- System weight: Approximately 60 lbs. fully charged with water and air cylinder
- Can be configured for operation from standard air compressor
- Can be adapted to a SCUBA cylinder
- Available in yellow

**Item #5**

**Decontamination Solution:**

**Quantity = 2 five gallon containers and 10 personal incident decontamination kits**

**The decontamination solution must meet the following specifications:**

- Environmentally friendly, non-chlorine based formula registered with the EPA and is completely biodegradable.
- Run off from the decontamination process does not need to be contained.
- Scientifically proven to be safe to use on all types of dive gear including personal protective gear, rubber, nylon, plastics, metal and fabrics
- Provided in 5 gallon containers and personal incident decontamination kits
- Provides one step definitive decontamination against biological contaminants
- Capable of killing or neutralizing a broad range of biological and chemical contaminants including those most likely to be encountered by public safety divers.

The decontamination solution will effectively decontaminate:

- E.coli
- Chlorine
- *Salmonella*
- Hydrogen Cyanide
- Pfiesteria
- Organophosphates such as pesticides
- Giardia
- Malathion
- Fungus and Molds
- Bacteria, tissues and odor from decomposition
- Anthrax
- Nerve gases including VX, Sarin and Mustard

**Item #6**

**Full Face Public Safety Diving SCUBA Mask: Quantity = 13**

**Full face mask must meet the following specifications:**

- The visor must be made of a scratch resistant anti-fogging polycarbonate
- The visor must have structures for attaching accessories such as lights, cameras, etc.
- The mask must include holders for eyewear, and eyewear frames for prescription lenses must be available from the manufacturer.
- The mask must be detachable from the regulator by use of a single button located inside the mask.
- The mask skirt must be made of a high grade silicone rubber, black in color, with dual face sealing surfaces.
- The visor frame, buckles, and communication port will be made of Nylon 6/6
- The visor frame will be green in color
- The mask will be supplied with a factory installed ambient breathing valve with a one-way valve to prevent water entry
- The full face mask must be supplied with an installed wireless communications transceiver on the left side
  - The communications transceiver must meet the following specifications:
  - The communications transceiver must be of the same manufacturer as the mask to insure proper fit and operation
  - Transmission type must be ultrasound using upper single sideband
  - Frequencies must be 32.768 kHz USB and 31.250 kHz LSB
  - Audio bandwidth must be 300 to 3000 Hz
  - The earphone must be ceramic
  - The transducer must be ceramic cylinder
  - The transceiver must be powered by an internal replaceable alkaline 9 volt battery.
  - The maximum operating depth must be 130 feet
  - The transceiver must have voice menu options to select high, medium, or low volume, to switch between the 2 frequencies, and to activate or deactivate continuous transmission
- **The full face mask must be the same make and model as the full face public safety diving mask and regulator assembly (item #7)**

**Item #7**

**Full Face Public Safety SCUBA Diving Mask and Regulator Assembly: Quantity = 7**

**The Full face mask and regulator assembly must meet the following specifications:**

- The public safety SCUBA diving mask and regulator assembly must be the same make and model as the full face public safety SCUBA diving mask described above
- The mask and regulator assembly must be supplied with an installed wireless communications transceiver which is the same make and model as the unit installed in the mask as described above
- The mask, regulator, and communications transceiver must be of the same manufacturer so that, when assembled, they form an ensemble designed for the purpose
- The regulator must have the second stage hose on the right hand side
- The breathing valve must be of the downstream balanced design
- The demand lever and other components which would be subject to freezing must be coated with Teflon
- The inhaled and exhaled gases must flow through different pathways so that they do not mix
- The regulator must have dual exhaust seals to prevent contaminants from entering the mask
- The internal plastic parts must be made of a combination of Delrin and non-filled Nylon
- O-rings must be made of EPDM
- The main breathing diaphragm and exhaust valve must be made of high-grade silicone rubber
- The mask must be detachable from the regulator by use of a single button located inside the mask
- The mask visor frame and regulator trim will be green in color

**Item #8**

**Buoyancy Compensator Device: Quantity = 4**

**The buoyancy compensator device must meet the following specifications:**

The dive team currently uses the **Black Diamond** model BCD manufactured by Aqualung/Seaquest. Sizes will be 1 size medium/large, 2 size large, and 1 size extra large. In order to maintain equipment standardization, for diver safety, the new BCD must be the same make and model and meet the following specifications:

- Back inflation style with 50 pounds of buoyancy
- Exclusive Sure Lock™ mechanical weight release system to be compatible with BCDs currently in use by the dive team
- Rear-mounted non-releasable weight pouches hold a maximum of 10 lbs/4.5 kg of weight
- Patented low-profile three dimensional air cell
- Fully reinforced internal LDH plastic harness provides excellent support and load distribution.
- 2 inch (50mm) wide swivel buckles on shoulder improve fit and load support.
- Self-adjusting Lumbar Support (SLS)
- One large cargo pocket and two zippered security pockets
- Right shoulder pull dump
- Vertically adjustable chest strap
- Multi-set waist adjustment that also accommodates optional 12" (30cm) waistband extensions
- Rolled neoprene around the collar
- 5 Large Stainless Steel D-Rings
- Over-molded carrying handle
- Back pad lifts to expose double cylinder access holes
- Contoured Backpack provides the needed stability even with the heaviest cylinders.

**NAME OF BIDDER:** \_\_\_\_\_

- Tank Traction System (TTS) ensures the tank is firmly attached to the BC
- Two lower pull dumps
- Accessory attachment grommets allow for attachment of a Deep See knife directly to the BC
- Webbing loops for optional crotch strap
- Stainless Steel Jon line D-ring

**Item # 9**

**SCUBA Diving Regulator First Stage: Quantity = 7**

**The SCUBA diving regulator first stage must meet the following specifications:**

The dive team currently uses the Blizzard Regulator model #SRB7900, first stage only, manufactured by Sherwood SCUBA. Only the first stage will be purchased, no second stage is needed because the second stage hose will be connected to a switch block. In order to maintain equipment standardization, for diver safety, the new first stage regulator must be the same make and model and meet the following specifications:

- First stage regulator with 31 inch second stage hose, no second stage regulator
- Air flow rate will be 33 cu. ft. per minute @ 1 atmosphere
- Inhalation resistance will be 1.1" WC @ 1 atmosphere.
- Exhalation resistance will be 0.7" WC maximum @ 1 atmosphere
- Externally adjustable flow-by piston with Dry Air Bleed (Positive Air Purge) **U.S. Patent 4,226,257**
- Weight.....28.9 oz.
- Intermediate pressure....120-150 psi
- Positive air purge rate.....13-25 cc/minute
- Number of low pressure ports.....5 (3/8"-24 UNF)
- Number of high pressure ports....1 (7/16"-20 UNF)
- Body material ----CDA-360 Brass
- Yoke material-----CDA-377 Brass
- O-rings -----Buna-N
- Bleed Valve -----Ethylene Propylene
- Piston Seat -----Teflon
- The regulator will be supplied with a compatible over pressure relief valve and submersible pony pressure gauge

**Item #10**

**13 cubic ft. Pony Bottle: Quantity = 7**

The 13 cubic foot pony bottle will meet the following specifications:

- Aluminum cylinder rated for 3,000psi
- Dimensions will be 4.38 inches in diameter and 15.8 inches tall
- The cylinder will be painted yellow by the manufacturer
- The cylinder will have a new visual inspection sticker applied by the successful bidder
- The cylinder will have a K valve installed which meets the following specifications:
  - Chrome plated brass construction
  - Teflon-coated plug threads for grease-free lubrication
  - O-ring outlet protected by pressure releasing crimp to resist "pop-out"
  - An all-Teflon seat
  - Burst disc assembly that distributes escaping air evenly to prevent tank spin or tip if the burst disc vents

**NAME OF BIDDER: \_\_\_\_\_**

**Item # 11**

**Pony Bottle Bracket: Quantity = 7**

**The pony bottle bracket will meet the following specifications:**

- Aluminum construction
- Stainless steel cylinder bands
- Quick release feature which is diver operable while being worn

**Item #12**

**Gas Switching Block: Quantity = 7**

**The gas switching block will meet the following specifications:**

- Made of Delrin with stainless steel fittings
- O-rings will be made of Viton
- Designed to mount to the second stage regulator at a 45 degree angle
- It will take less than 1 second to switch breathing gases
- The three connection ports will be identical
- A safety clip must be released before the diver is able to switch gases to prevent accidental switching
- A brightly colored marker must be visible to the diver and others when the backup air supply is activated

**Item #13**

**Gear Bag: Quantity = 20**

**The gear bag will meet the following specifications:**

- made of waterproof PVC coated ballistic nylon
- 100% non-corrosive components
- webbing carry system with continuous loop construction
- rubber corner protection, drain hole, rubber abrasion pads
- main pocket, 2 end pockets and a side pocket
- Non-corrosive heavy duty zippers, #10 minimum size
- Dimensions will be 34" x 14" x14" minimum
- Provided with a shoulder carry strap with non-corrosive snap clips where it attaches to bag

**Quality Requirements**

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

Circle Yes or No for the following Quality Requirement.

The bidder is authorized by the Manufacturer to sell and repair the Scuba Diving Equipment and has the related repair parts in stock.

YES NO

**Bid Submission Requirements**

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

The bidder must submit with their bid the following information for each product: brand name, model number, size and color (where applicable), a cut sheet or catalog page with an image of the product, and manufacturer's product specifications.

**Price Proposal – Please submit a unit price each multiplied by the quantity and total for each item. Bidder must bid on all items.**

All pricing submitted shall be for equipment in accordance to the detailed specifications listed in this Invitation for Bid.

All prices shall include in house delivery to the City of Cambridge Fire Department  
Attn: Lt. Steven Brown  
491 Broadway  
Cambridge, MA 02138

**Item #1**

**Trilaminat Public Safety Scuba Dry Suit**

\$ \_\_\_\_\_ X 20= \$ \_\_\_\_\_  
Price each Total

Specify manufacture \_\_\_\_\_

Specify Model# \_\_\_\_\_

**Item #2**

**Insulated Undergarment jumpsuit**

\$ \_\_\_\_\_ X 20= \$ \_\_\_\_\_  
Price each Total

Specify manufacture \_\_\_\_\_

Specify Model# \_\_\_\_\_

**Item #3**

**Insulated Undergarment boots**

\$ \_\_\_\_\_ X 20= \$ \_\_\_\_\_  
Price each Total

Specify manufacture \_\_\_\_\_

Specify Model# \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_



**Item # 9**

SCUBA Diving Regulator First Stage

\$ \_\_\_\_\_ X 7 SCUBA Diving Regulator First Stage = \$ \_\_\_\_\_  
Price each Qty Total

**Item #10**

13 cubic ft. Pony Bottle

\$ \_\_\_\_\_ X 7 13 Cubic ft. Pony Bottle = \$ \_\_\_\_\_  
Price each Qty Total

Specify manufacture \_\_\_\_\_

Specify Model# \_\_\_\_\_

**Item #11**

13 cubic ft. Pony Bottle Bracket

\$ \_\_\_\_\_ X 7 13 Cubic ft. Pony Bottle Bracket = \$ \_\_\_\_\_  
Price each Qty Total

Specify manufacture \_\_\_\_\_

Specify Model# \_\_\_\_\_

**Item # 12**

Gas Switching Block

\$ \_\_\_\_\_ X 7 Gas Switching Block = \$ \_\_\_\_\_  
Price each Qty Total

Specify manufacture \_\_\_\_\_

Specify Model# \_\_\_\_\_

**Item # 13**

**Gear Bag**

\$ \_\_\_\_\_ X 20 Gear Bag = \$ \_\_\_\_\_  
Price each Qty Total

Specify manufacture \_\_\_\_\_

Specify Model# \_\_\_\_\_

**Total bid submitted \$ \_\_\_\_\_**  
**Items 1-13**

**Total bid submitted in words:** \_\_\_\_\_

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

**NAME OF BIDDER:** \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
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

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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
  11. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
  12. 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 ye 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.

**NAME OF BIDDER:** \_\_\_\_\_

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**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:**

**The Contractor:**

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

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

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

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