

<b>FORMAL BID</b>	
<b>FILE NO:</b> 5562	
<b>COMMODITY:</b> Diesel powered multi-purpose tractor and snow blower attachment for the Cambridge Water Department.	
<b>NAME OF BIDDER:</b>	
<b>BIDDER'S FED. ID.</b>	

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, AUGUST 11, 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, AUGUST 25, 2011**. **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. 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. 5562.**

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 a **Diesel powered multi-purpose tractor and snow blower attachment for the Cambridge Water Department opened at 11:00 A.M. on Thursday, August 25, 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: \_\_\_\_\_

**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  
795 Massachusetts Ave  
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish and deliver the Quantity of One, Diesel powered multi-purpose tractor and snow blower attachment for the Cambridge Water Department, in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period.

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

The contract will be awarded to the responsive and responsible bidder offering the lowest price for the Diesel powered multi-purpose tractor and snow blower attachment.

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.

**PLEASE SUBMIT YOUR BID IN DUPLICATE.**

**Delivery charge must be included in proposal price.**

**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 Invitation to 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, August 18, 2011 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

**Please check the Purchasing 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.

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

**Confidentiality and Public Records Law**

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

**Scope of Services**

The City of Cambridge is looking to obtain bids to furnish and deliver (1) Four wheel drive articulating, oscillating, rubber tired, diesel powered multi-purpose tractor and snow blower attachment, designed for year round work.

**Tractor must have less than 100 hours upon delivery.**

**Tractor Specifications**

**Dimensions**

- Tractor shall be no wider than 51 inches, including fenders.

**Engine**

- The engine shall be a 4 cylinder turbo diesel, water cooled, not less than 105 HP@ 2500 rpm. Must comply with Tier 3 EPA regulations and bear a certificate label.
- Shall have a cold starting aid controlled by the Electronic Control Module (ECM) indicating when the engine is ready to start.
- Engine shall have a dry cartridge air breather with a precleaner mounted outside engine compartment and easily accessible.
- ECM automatically derates the engine if a problem is detected, such as high coolant temp or low oil pressure.

**Engine Access**

- The tractor must have removable hood/covers to allow easy access to engine compartment. And quick access to engine oil dipstick.

**Cooling**

- Engine shall be water cooled with side by side radiator and charged air cooler. Fan must be enclosed in wire cage.
- Long life coolant/antifreeze required -37C
- Hydraulic oil shall be cooled by a cross flow heat exchanger.

**Power Take Off (PTO)**

- PTO drive system shall be mechanical by way of a clutch. Must be electrical over hydraulic actuation with indicator light. Must have safety lockout to prevent activation of clutch if engine RPM is above idle speed.
- Front – 1 3/8" diameter 6 spline 540 PTO rpm@ 2160 engine rpm.
- Minimum 100 PTO horse power required.
- Must have easy access to PTO shear bolts.

**Hitches**

- Front attachment Hitch- with dual, double acting lifting cylinders, and spring loaded lift latches.
- Implement lift circuit to include a hydraulic accumulator to improve road ability

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

**Transmission**

- The tractor shall be propelled by a hydrostatic transmission and controlled by a single foot pedal.
- The tractor shall have a 2 speed mechanical transmission. With the following rates of speed, Low speed range of 0-11 km/h, high speed range of 0-32km/h

**Axels**

- Shall be heavy duty planetary style or approved equivalent with limited slip differentials front and rear with a minimum rated capacity of 7,000lbs.
- Total allowable GVW to be 12,000lbs

**Braking**

- Shall have 3 braking systems, hydrostatic, service and parking brake with warning buzzer.
- Service brakes must be 4 wheel brakes

**Wheels/ Tires**

- Tires shall be 10.00X16.5, loader lug style mounted on heavy-duty wheels with a minimum of 6 studs.

**Hydraulic Systems**

- Hydraulic gear pump – must be 15 gpm minimum.
- 5 front couplers (2 pair and 1 single) are to be supplied for operating control features on various attachments.
- Rear of tractor must have 1 pair of High Volume couplers capable of 12 gpm (actual)
- All couplers shall be quick disconnecting type.
- All hydraulic hoses to have NPT, SAE straight thread or SAE split flange end fittings- (NO METRIC)

**Electrical**

- System shall be 12 volt negative ground with a 1,000 CCA battery, 95 amp alternator with voltmeter, main breaker switch protection.
- There shall be an illuminated gauge for the following instruments:
- Tachometer and hour meter, coolant temperature, engine oil pressure, hydraulic oil temperature, voltmeter, fuel level, engine hours, hydraulic oil temperature.

**NOTE: Warning lights are acceptable only in addition to gauges**

**Lighting**

- There shall be 2 headlights and 1 back up light, all 3 to halogen and adjustable.
- A strobe light and interior dome light is required
- Back up alarm required.

**Cab**

- The cab shall be "ROPS certified" to ISO 3471 specifications and bear a certification label so stating.
- Cab to be isolation mounted.
- Deluxe operator's seat required. To be fabric covered air ride with armrests and lumbar support.

- Inside rear view mirror and left/right side mirrors required
- Tilt steering required for easy access.
- The cab shall have: electric horn, 3 speed heater/defroster, 2 speed windshield wiper and washer, three point seat belt (lap belt not acceptable), AM/FM radio, 2 speed directional defrost fan.
- Single fuel tank required with a minimum capacity of 72 liters/18 gallons.

**Manuals**

- A full set of operating/repair manuals are required electronically and hard copy

**Keys**

- 2 sets required

**Tractor options required:**

- The tractor shall have a second hydraulic pump and valve system providing an additional circuit that provides 15 gpm minimum. This system, if coupled with the standard tractor hydraulics shall supply 30gpm minimum.
- Factory installed AC required, (the AC condenser shall be sufficiently protected from low lying tree limbs or other obstacles)
- The tractor is to be supplied 4 way hazard lights, LED lights on the rear cover, and an illuminated license plate holder.
- The tractor is to be supplied with a set of skid steer lug style tires mounted on heavy duty steel rims.

**Specifications for Snow blower attachment**

- Snow blower shall be 50" wide x 41" high (less blower chute)
- Snow blower shall have an 84" overall height (with chute deflector)
- Upper spiral auger to be 13" dia with 1 1/2" x 3/8" thick flighting.
- Lower spiral auger to be 15" dia with 2" x 3/8" thick flighting.
- Both augers shall be equipped with ice picks
- Snow blower auger drive chain shall be size #60H (Heavy) with manual/lockable chain tensioner.
- Snow blower auger drive chain shall be protected by a Grade 5, 5/16UNC bolt.
- Auger jack shaft drive shear bolt to be accessible through a removable side plate for easy repair

- Snow blower auger bearings shall be self aligning and include grease fittings
- Snow blower shall have 2 drift cutters that measure 50" high
- Snow blower discharge chute shall rotate 220 degrees minimum
- Snowblower side plates shall be manufactured from 3/16" 1 piece thick plate steel
- Snow blower shall have 3/8" thick stiffening plates welded to the side plates of the blower
- Snow blower rear panel shall be manufactured from 1/8" thick material
- Snow blower discharge chute shall be quick release design
- 16. Chute rotation shall be by way of a hydraulic motor driving a #60 roller chain

**Snow Blower attachment Warranty**

Full factory warranty required, minimum 12 months/600 hours

**Authorized Distributor**

Bidder must be a manufacturer of the tractor or manufacturer's authorized tractor distributor for which a response is being submitted.

**Delivery**

All quotes shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house 250 Fresh Pond Parkway Cambridge MA.

The Tractor with Snow Blower attachment will be inspected before acceptance by an authorized representative of the Cambridge Water Department for workmanship, appearance, proper functioning of all equipment and systems conformance to all the requirements listed

**Delivery of the Tractor with listed equipment and snow blower attachment must be complete within 45 days of receiving a purchase order from the City. The City has the right to reject any late delivery. Delivery and liability remains with the Contractor until the Tractor and snow blower attachment is properly delivered and signed for by the City.**

Upon delivery of the Tractor with Snow Blower attachment invoices shall be mailed to:  
William Schellbach  
Water Department  
250 Fresh Pond Parkway  
Cambridge, MA. 02138

**Owner Manuals**

The successful bidder shall provide 2 (two) sets of owner/shop manuals at no additional cost. The City of Cambridge Water Department will also be placed on the mailing list for revisions in these manuals, as they are published.

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

**Quality Requirements**

**A no response or a failure to respond to any of the following quality requirements will result in a rejection of your bid.**

**Circle Yes or No for each of the following Quality Requirements Items 1-3.**

- |  |            |           |
|--|------------|-----------|
| 1. The Bidder has a minimum of three (3) years experience selling or manufacturing Tractors and is able to provide at least one reference that is from a City, State or Government entity. | <b>YES</b> | <b>NO</b> |
| 2. Bidder must be within 50 miles of the City of Cambridge Water Department for 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 -Failure to submit documents 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. Bidder shall provide at least four references (names, addresses and telephone numbers) evidencing experience selling tractors. One reference must be from a City, State or Government entity for who the bidder has sold a tractor. Each reference should include the following details: Name, Address, Contact Person 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 poor past performance by the bidder.
2. Bidder shall detail the location of the factory authorized service facility where service and warranty work is to be preformed.
3. Each bid shall be accompanied by a set of Contractor's Specifications and detailed warranty information.

**Price-Proposal** -The award will be made to the responsive, responsible bidder offering the lowest total price for the Diesel powered multi-purpose tractor and snow blower attachment delivered to the City of Cambridge Water Department as described in the specifications section of this Invitation for Bid

Four wheel drive articulating, oscillating, rubber tired, diesel powered multi-purpose tractor	\$ _____
Snow Blower attachment	\$ _____
	\$ _____
<b>Total price as per specifications</b>	

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

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

**Expected Delivery Date:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**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.

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**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;
  - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected Departmentments, 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 Department employ 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

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



Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

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

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

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

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

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

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

**Approved as to Form:**

**The Contractor:**

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

\_\_\_\_\_  
Signature And Title

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

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

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

