

File No. 5631 - Furnish and deliver one (1) year 2011 Holder C9.92 Tractor – Thursday, November 3, 2011 @ 11:00 am

FORMAL BID			
FILE NO: 5631	Item/Schedule		
COMMODITY: Furnish and Deliver One (1) Year 2011 Holder C9.92 Tractor	Term of Contract		
NAME OF BIDDER:	Options		
BIDDER'S FED. ID.	Perf Bond Yes No	Payment Bond Yes No	Insurance Yes No

TO: Cynthia H. Griffin, Purchasing Agent PH: (617) 349-4310 FAX: (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 20, 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 by **11:00 A.M. on Thursday, November 3, 2011. This bid may be downloaded from the City's web site, www.CambridgeMa.gov, Online Services, Current Bid List 5631.**

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 **Furnish and Deliver One (1) Year 2011 Holder C9.92 Tractor opened at 11:00 A.M. on Thursday, November 3, 2011. The bid and all documents submitted with it are public records. Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advanced of the due date and time. Late bids will not be accepted.**

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: _____

Bidder Name _____

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.

File No. 5631 - Furnish and deliver one (1) year 2011 Holder C9.92 Tractor – Thursday, November 3, 2011 @ 11:00 am

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

The undersigned hereby proposes to Furnish and deliver one (1) year 2011 Holder C9.92 Tractor 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. The contract will be awarded to the responsive and responsible bidder offering the lowest price not including the optional equipment and maintenance.

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.

PLEASE SUBMIT YOUR BID IN DUPLICATE

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 concerning this Invitation to Bid must be submitted in writing and faxed to Fax # 617-349-4008. All questions must be submitted no later than Thursday, October 27, 2011 by 4:00 p.m. An addendum will be posted to the website to notify all bidders of the questions and answers. Bidders will not be notified individually of Addendums.

Please review 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.

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.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidder 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's determined

Please do not submit your bid proposal in hard binders

Bidder Name _____

SCOPE OF SERVICES

Scope of Services

Equipment to be furnished and delivered under this bid shall be one new Year 2011 Holder C9.92 Tractor complete with Integrated Air Conditioning, Integrated Dump Body 1 ¼ Cubic Yards, ½ Cubic Yard Spreader, 60” Power Angle Plow, 50” Dual Auger Snow Blower, Truck Chute Extension for Blower, 150 Gallon Water Tank, Hose Reel and Spray Bar.

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 forty five 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 in CD/DVD format at no additional cost. The Department of Public Works shall 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 new Year 2011 Holder C9.92 Tractor.

General:

1. Design to be frame-less, all cast steel chassis
2. Articulated steering encompassing dual steering rams, four-wheel drive on four (4) equally sized tires
3. Integrated dumping platform mounted over engine
4. Machine may be used on slopes for mowing, (30 to 40 degrees) maintaining a maximum track width of 70 inches
5. Standard equipment will incorporate a nitrogen accumulator to compensate for front end load on 3-point arms
6. Machine must have capacity to carry 1 yard dump body or 150 gallon water tank over engine
7. Machine to have integrated air conditioning (not roof mounted)
8. Machine must be able to use city’s existing Holder attachments.
9. Machine to be equipped with four winter tires 10.5/80x18 on rims with 6 lugs per tire.

Engine:

1. Deutz, Diesel, 3600cc, Model TD2011L04W Turbo, four (4) cylinder. Gross HP 103 / Net HP 92 @ 2600 RPM, water cooled, direct injection
2. Bore / Stroke 3.6 / 4.4 Inches
3. Displacement 3.6 Litre
4. Compression Ratio 18:1
5. Maximum Torque 206/1800 lb.ft./RPM
6. Power Unit Weight 617 lbs.
7. Fuel Consumption at Max. Torque .41 lbs./HPHr
8. Full flow oil filter with bypass
9. High temperature engine shut down, low oil pressure capable of being by-passed by depressing the switch
10. Acoustic air cleaner maintenance warning device

Drive System:

1. Rexroth, Hydrostatic and direct drive system with (2) mechanical speed ranges
2. Integrally cooled hydrostatic oil with hydraulic driven fan and cooler
3. Matched variable displacement pump and hydrostatic motor Electro-mechanically controlled
4. Gear driven, oil bathed input shaft drive for hydrostatic pump and motor
5. Hydrostatic design to be closed loop hydrostatic flow with fixed steel feed lines; high and low pressure 10-micron filtration
6. Power take-off clutch to be wet type, cable engagement, and multi-plate design. 6 spline, 1-3/8" dia. Which may be engaged under load. Standard PTO to be front 540 R.P.M @ 2200 RPM, capable of engaging into 1000 RPM. Rear, standard 1000 RPM with optional 540 capability
7. Transmission to have automatic load sensitive power transfer between the P.T.O and drive line. Module varies ground speed and power supply to the PTO accordingly
8. Heavy duty, 6 bolt, industrial type front and rear axles with outboard planetary gears (6 to 1 reduction). Two (2) rear, off-set axles
9. Steering system to be articulated design (2) cylinder closed system, priority flow with safety reservoir, steerable when motor is shut down, hydraulic steering pressure 1740 PSI, articulated joints using spherical type bearings (greaseable)
10. Differential lock; positive (4) wheel lock, electric over hydraulic, actuating on all four (4) wheels by depressing a toggle switch
11. Brakes to be sealed, multi disc wedge brakes, bathed in oil. Hydraulically actuated mechanical hand brake
12. Mechanical hand brake to have dashboard indicator light and warning buzzer when the hand brake is applied

Hydraulic System and 3-Point Lift Capacities:

1. Bosch, gear type, driven by engine. Max operating pressure 190 bar (2800 PSI)
2. Front three point system, with two (2) double acting lift cylinders, to support a front lift capacity of 5200 lbs. Six (6), front double acting hydraulic quick couplers.
3. Pendulum system, allowing front three point system to oscillate by means of an electric over hydraulic toggle switch.
4. Pick-up points on front three point system to be quick detached with the flexibility of accommodating category 1 and 2 attachments. Adjustable by means of wedge bolts and sliders.
5. Six (6) function hydraulic bank, single multi-function proportional joystick. All functions are double acting with a float position, and function lockout.
6. Hydraulic Reservoir Capacity, 45 Litres cooled by an 18" engine driven fan and oil cooler. Fitted with in line suction and pressure filters.

Cab:

1. One man cab tested and approved under J1040 specifications.
2. Cab must have; one (1) door with popout windows (L.H. and R.H.) and ventilation roof hatch to be used as emergency exit.
3. Interior temperature and sound absorbing lining; test rating 79 dbA.
4. Tilt Steering
5. Operator's seat must be an air ride, high back four-way adjustable, and self-adjusting for weight.
6. High performance heater with pressurized air circulation system; fresh air filter; two-speed heater, two-speed ventilation fan. Seven (7) adjustable vents, capable of defrosting front, side and rear windows. Heat transfers 22,000 BTU.
7. Four (4) front headlights, (2) Front top working lights, one (1) reverse/rear working light, top strobe warning light (STAR200ZM), front and rear traffic lights, high low beam dash indicator light, brake lights, four (4) way flasher, and wired seven (7) prong trailer plug.
8. Tinted Windows
9. Lower vision aids (windows) for front attachment hook-up.
10. Single piece curved windshield with superior overhead and low visibility
11. Front windshield wiper and washer; pantograph design.
12. Two (2) exterior breakaway rear view mirrors (L.H. and R.H.) adjustable.

Electrical System:

1. Three phase 95-amp 12-volt alternator battery group 49, 850 CCA, cold start, glow plug assisted
2. Fuel level, engine oil temperature, speedometer, and hydraulic oil temperature gauges are all sealed, illuminated and standard equipment.
3. Dashboard cluster to include, alternator, engine oil pressure, engine oil temperature, high beam and parking brake indicator lights. Additional features to include illuminated tachometer for engine and PTO revolutions, glow plug indicator, electrical hour meter and fuel gauge.

Dimensions and Capacities:

1. Fuel tank capacity 86L., with remote fill. Fitted with micronic fuel filter.
2. Overall length (154.5 in.) 3918 mm (without rear 3 point linkage)
3. Maximum overall cab width (42 inches.), Maximum overall track width (49.5 inches)with (10.5, 80 x 18 tires)
4. Overall height (82.5 in.) 2095 mm
5. Ground Clearance (9.5 in.) 240 mm
6. Turning Radius (inside) (7.6 ft.) 2.3 m
7. Wheel Base (73 in.) 1827 mm
8. Curb Weight (5780 lbs.) 2630 kg
9. Maximum allowable axle load
Front – (5952 lbs.) (2700 Kg.)
Rear - (5952 lbs.) (2700 Kg.)

Attachments

One-Cubic Yard Dump Body: Holder Part # 4134-35

1. One (1) cubic yard capacity
2. To be mounted over engine
3. 10,000 lbs dual piston hoist to 51 degrees
4. Construction of 10 gauge C.R. Steel with 1" x 3/16" tube upper box rail, 2-1/2" x 3/16" tube sub frame
5. Body to be tapered from 16" at front to 8" at rear
6. Body not to exceed overall dimensions of power unit
7. Entire unit must be pin on/off, with hydraulic quick disconnects SAE. Should not need additional framing to attach to machine
8. Top of dump body should sit no higher than 60.5" from ground with summer tires and 63" with winter tires.
9. Rear visibility should remain unobstructed with dump body installed
10. Dump body should not need to be removed to access the engine

½-Yard Sander: Holder Part # 4158-3

1. 1/2 cubic yard capacity
2. Pin mounted to rear
3. Hydraulic quick disconnects with cab mounted flow controls
4. Driven by #40 chain and sprockets
5. Mechanical material seize adjustment
6. To be constructed of 10 gauge C.R. steel
7. Spreader not to exceed overall width of power unit

Power Angle Plow: Holder Part # 4460-AP

1. Size: 60" width
2. Mouldboard Height: 30"
3. Cutting Edge: Two Blades – ½" x 6" x 30"
4. Two Compression Springs 4" x 12" x 1/2" Coil
5. Mouldboard made of 10 gauge steel, facet bent, 4 x 3/8" ribs
6. Framework made of 1/2" steel
7. 2" spherical bearing with 1-1/4" pivot pin
8. Cylinders are 2" diameter bore, 10" stroke, double acting with greaseable spherical replaceable bearing eyes
replaceable bearing eyes
9. Cross over Relief Valve
10. Angling 30 degrees of centre

Bidder Name _____

11. Trip Edge Design

50-inch Wide 2-stage Snow Blower: Holder Part # 4150-SB

1. Blower to be 50" wide x 40.5" high (less blower head)
2. Blower to have an 84" overall height (with chute deflector)
3. Blower to have Two(2) 15" spiral augers and one (1) 24" second stage fan
4. Blower to incorporate optional 60" chute extension for truck loading
5. Chute deflector must operate by means of a double acting cylinder
6. Chute to rotate 236 degrees
7. Total blower weight (less chute extension) to be 825 lbs Capacity: 500 tons per hour
8. Attachment must fit a standard category I or II hitch
9. Length to be 39"
10. Cutting edge to be ½ " x 4" x 50", reversible
11. Chute rotation to be hydraulic and chain #60
12. Auger, drive chain to be #60, adjustable at the idler
13. Shear bolts to be located at the PTO drive shaft 3/8" x 3" and at the auger cross shaft 5/16" x 2 ½"
14. Hydraulics system to incorporate:
 - Double acting cylinders
 - Hydraulic hoses: 3/8" diameter hydraulic hoses with 16,000 PSI bursting rate
15. Blower gearbox to be constructed as follows: AISI 315 steel input. 2" diameter output shaft, supported by tapered roller bearings. The bevel gears are spline mounted onto the shaft

Truck Chute Extension: Holder Part # 4100-TSL

1. Shall extend existing chute by 60" to 144" (152.4 to 365.8 cm) overall height.
2. Existing chute shall pin to top of extension and extension shall pin to top of blower housing.

150-Gallon Water Tank:

1. Water tank to have a volume of 150 gallons (568 litres).
2. Water tank may not exceed 31" (78.7 cm) wide or 30" (76.2 cm) high.
3. Water tank to be mounted over rear engine.
4. Water tank can be mounted on the inside of the Holder dump body.
5. Water tank to be a cylinder shaped agricultural style, cradled in a frame that is mounted inside of the Holder dump body.
6. The tank shall be built of chemically resistant materials
7. Design to incorporate a bottom drain with quick couplers and hose for easy draining. The tank shall also have the ability to tilt up due to the dump body mount design.
8. Tank access lid shall be 12 ½" (31.75 cm) diameter with a capped vent hole.
9. Tank shall be transparent with a numbered bar scale moulded into the fibreglass. The scale shall read from 40 to 140 gallons (151 to 530 litres). The scale shall be visible from the cab when the tractor is articulated.
10. Tank to have hose reel kit with electric pump and hand wand for watering plants and trees.

Color:

Omaha Orange to match City of Cambridge specifications.

Warranty/Manuals: The loader shall have a twelve (12) month, unlimited hour full coverage factory warranty, with no additional charge for parts, labor or travel. Successful vendor shall supply operator's manual and parts manual in print or CD/DVD format for the tractor. Dealer or insurance type extended warranties are not acceptable.

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 is an authorized distributor and service provider of for the product on which it is submitting a bid.

YES NO

BID SUBMISSION REQUIREMENTS

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

1. The bidder must submit two sets of literature, CD/DVD format is acceptable, from the equipment manufacturer describing the specifications of the equipment to be purchased under this bid.
2. Bidder must submit documentation certifying that it is the equipment manufacturer’s authorized distributor and service provider.
3. The bidder must 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 must provide in writing the names and contact information of three customers who are currently using the equipment to be purchased under this bid. 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.

PRICE PROPOSAL

In order to compare bids in a uniform manner, bidders must submit a price for the equipment. All prices are to remain firm. Price must include vehicle, attachments, delivery and warranty as specified. No additional charges will be authorized.

Item 1. New Year 2011 Holder C9.92 Tractor

New Year 2011 Holder C9.92 Tractor complete with Integrated Air Conditioning, Integrated Dump Body 1 ¼ Cubic Yards, ½ Cubic Yard Spreader, 60” Power Angle Plow, 50” Dual Auger Snow Blower, Truck Chute Extension for Blower, 150 Gallon Water Tank, Hose Reel and Spray Bar.

Bid Price: \$ _____

Total bid in words for item 1 not including the optional equipment and maintenance:

Item 2. Equipment to trade

A. Two (2) Sweepster Brooms for Holder tractors. \$ _____

**B. 1987 Koehring Scattrak skid steer VIN 7a0024.Fair condition.
Trade as is. Successful bidder to pick up on site in
Cambridge, Massachusetts \$ _____**

Total Trade in Price: \$ _____

Total bid in words for item 2 not including the optional equipment and maintenance:

Total Bid Price (Bid price minus trade in): \$ _____

Total price in words: _____

Signature of Bidder: _____

Bidder Name _____

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The City may consider the optional equipment based on availability of funds. Do not include the optional equipment in the total price

Optional Equipment:

Option 1:

Cost for adding Hi-Flow Hydraulics to machine \$ _____

Option 2:

Cost for Cold Planer Attachment \$ _____

Option 3:

Cost for loaner machine during service.
If any Holder or Bombardier machine is not working for over 24 hours, a loaner machine will be available.
Cost for one day of use \$ _____

Option 4:

Cost to transport loaner machine to Cambridge and pick up machine for service OR to drop off repaired machine and return loaner machine.
Cost is for one pickup and drop off only \$ _____

Option 5:

Annual cost for Maintenance Contract. Provision of complete service requirements for machine, at Cambridge DPW garage twice per year (spring and fall) \$ _____

Bidder Name _____

**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

Bidder Name _____

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

Bidder Name _____

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;

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- (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

Bidder Name _____

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge.

The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

**City Of Cambridge
Articles Of Agreement**

Commodity:

File Number:

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

Address:

Telephone, Fax, E-mail:

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

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

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

Contract Value:

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

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within a 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.

Bidder Name _____

File No. 5631 - Furnish and deliver one (1) year 2011 Holder C9.92 Tractor – Thursday, November 3, 2011 @ 11:00 am

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

Bidder Name _____