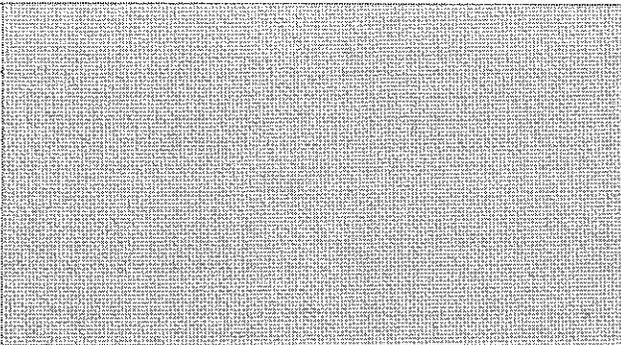


File No.5773 - Multi-Space Parking Meter Pay Stations - Thursday, April 12, 2012 @ 11:00 AM

| | |
|--|--|
| FORMAL BID |  |
| FILE NO: 5773 | |
| COMMODITY: Multi-Space Parking Meter Pay Stations | |
| NAME OF BIDDER: | |
| BIDDERS FID# | |

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, APRIL 12, 2012**, 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, APRIL 12, 2012**. **This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal, File No 5773. 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.**

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 **Multi-Space Parking Meter Pay Stations** opened at 11:00 a.m. on **Thursday, April 12, 2012**". **The bid and all documents submitted with it are public records.**

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

EMAIL ADDRESS _____

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

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

AM

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.

City of Cambridge
Purchasing Department

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

The undersigned hereby proposes to furnish and deliver a quantity of **Twelve Pay Stations** for the City of Cambridge, all in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period. The contract period is for one year.

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.

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 (one original and one copy)

DO NOT SUBMIT BIDS IN HARD BINDERS

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 **Wednesday, April 4, 2012 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 website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law

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

Scope of Services

The City of Cambridge, Massachusetts wishes to purchase twelve multi space pay stations. The City currently has seventeen Digital Payment Technology Luke pay stations in operation in lots and on streets in the City. In order to ensure that the hardware and software being purchased under this bid can be completely integrated with the City's existing machines, the following equipment is acceptable:

- Digital Payment Technologies Luke II pay stations or equivalent.

In order to be considered an equivalent, equipment must the following criteria:

The equipment must be capable of operating in pay and display, pay by space and pay-by-license plate modes and must be capable of being switched by the City from one mode to the other through the equipment's back office software programming.

The equipment must be capable of being fully integrated with the back office pay station management, remote management, programming and reporting software the City uses for its existing pay stations. Transaction, equipment status and other data for both existing City of Cambridge pay stations and the pay stations being purchased under this bid must be capable of being included in the same usage and financial reports using the same software.

The equipment must operate in a similar manner as the City's existing pay stations with vehicle owners being able to first select the amount of time they wish to purchase and second purchase that time by selecting one of several length of time options displayed on the pay station screen and then paying via credit card or coins.

The equipment must accept payment by coin or credit or debit card. Payment using bills is not required nor is the ability for the equipment to provide change. The pay station must have an option of paying for parking with cell phone in pay by space and pay-by-license plate modes. Customers must be able to pay for any space from any pay station designated by the City provided the pay stations are communicating to the central server.

The equipment must be capable of using the same paper stock as the City's existing pay stations.

The bidder must provide 24/7 telephone support.

The pay station components must be made of modular construction to allow for easy removal with basic tools.

Pay stations must be brand new from the manufacturer. The City will not accept used or refurbished equipment or components.

Eight rolls of pay station receipt paper must be provided for each machine ordered by the City. The company responding to this bid must have a local authorized sales and service representative located in Massachusetts or a New England state geographically adjoining Massachusetts. This firm must be authorized to install and service the proposed equipment and have an inventory of parts and supplies for the proposed equipment.

As part of this proposal, the respondent must be willing to provide temporary demonstrator equipment, at no cost, for customer evaluation should the City request such equipment.

The City will be responsible for installing each pay station. The City will also provide the concrete foundation, electrical conduit and wiring and mounting bolts for each pay station. The vendor selected under this bid must place each pay station on its foundation, ensure that it is level and prepare it for operation.

The proposed equipment must also meet include the following features:

I. Hardware

1. Cabinet

- Cabinet must be minimum 12-gauge zinc-coated cold rolled steel with a powder-coating paint that is baked on and easily cleaned of graffiti.

2. Physical Security and Lock

- Separate compartments for maintenance and collections. There shall be no access to the money in the cash box when the pay station is open for maintenance or collections.
- Vandal-resistant with recessed hinges.
- Pay station must have vibration and shock sensing audible alarms.
- All pay station doors must be equipped with sensors that will send a notification, in real-time, to the back-office software alerting to doors being opened or closed.
- Cash Status, Audit Report, Stall Reports, and Revenue Reports must all be printable at the pay station without opening the cabinet door; password protection to reports is mandatory.

3. LCD Display

- The pay station must have a color LCD screen, which is easy to read in various lighting conditions.
- All instructions and rates are to be provided through the LCD display, eliminating the need for external signage.
- The screen must be vandal-resistant, weatherproof, and corrosion-resistant.
- The LCD must have the ability to display at least five menu or rate options simultaneously.
- All prompts on the pay station must be user configurable.

4. Keypad

- The pay station must have an alphanumeric, tactile feel keypad.
- When a key is pressed, an audible indication must be given to provide feedback to the consumer.
- The keypad must be vandal-resistant, weatherproof, and corrosion-resistant.

5. Receipt/Ticket Cup

- The receipt/ticket cup must be protected by a sliding door.

6. Coin Slot

- Coin slot shall accept all U.S. coins through a single slot.

7. Coin Acceptor

- Pay station must have a coin escrow to allow consumers to cancel the transaction at any time and have funds returned.
- Must reject fraudulent and foreign coins immediately through a coin return cup.

8. Coin Canister

- All denominations of coins must be held in a securely locked stainless steel coin canister separate from the maintenance compartment.
- The coin canister must have a handle to quickly and easily remove it, and must have a separate key to open it.
- The unit must have a self-locking mechanism upon removal from the cabinet to ensure no access to coins.
- The coin canister must have a minimum capacity of 1,000 coins.
- Maintenance personnel without keys must not be able to remove the metal coin canister.
- The unit should support a built-in sensor that sends a notification to the back-office software indicating the unit's removal and insertion.

9. Credit Card Reader and Operation

- The credit card (CC) reader must be flush-mounted with no part of the reader protruding outside the cabinet.
- The CC reader must only partially ingest the card thereby affording the consumer control of the card at all times.
- The CC reader must accept and process Visa, MasterCard, Amex, Diner's Card, Discover or any combination thereof, and must be configurable via back-office software.

10. Transaction Process

- Bidder-supplied software should provide management control and reporting of credit card process via Internet.
- System should allow both offline batch credit card processing and online real-time credit card processing.
- There should be a simple, one-step process to automatically transfer credit card data to the clearinghouse. No duplicate checks or transfer of data between files or spreadsheets should be required.
- The pay station must be PA-DSS validated.
- Credit card/smart card transactions that are declined should automatically populate a file of bad credit cards/smart cards to prevent future acceptance of bad credit cards/smart cards.
- Bidders must meet the Payment Card Industry (PCI) Compliance standards as Service Provider and Payment Application Data Security Standards (PA-DSS) for all hardware and software proposed. All bidders must provide a letter from a Qualified Payment Application Security Professional (QPASP) or Visa confirming the successful completion of meeting the latest standards. Bidders must also appear on the Visa Web site to be current for both compliant Service Providers and validated Application Vendors.

11. Printer

- The printer must be a high quality thermal printer with a simple paper path and a reliable cutting edge.
- The paper roll must easily be removed and replaced in less than 60 seconds.
- Payment machine should allow report and receipt printing in the field. Payment machine should have capacity of producing at least 2,500 tickets/reports prior to replacing a print roll.

12. Receipt Paper

- The receipt paper must have the capability to be pre-printed with customized messages on the back and logo watermarks on the front of the receipt.
- The tickets must be heat-, fade-, and curl-resistant, and must be capable of being left on a vehicle dashboard for extended periods of time.
- Paper must be 100 percent recyclable.

13. Power Operation and Recharging System

- The pay station must operate on battery power with an AC recharging system for the battery.
- The battery must be a minimum of a 12V 33Ah, sealed gel-cell.
- A battery voltage check system must be integrated into the pay station cabinet and the voltage of the battery must be determined in less than five seconds either by accessing the pay station or by reviewing real-time updates over the Internet.

14. Electrical and Electronic Components

- All electronic connection plugs must be physically differentiated and must only fit one way.

15. Temperature Specifications

- -40° F to + 140° F (-40° C to +60° C) in AC operated environments with an optional heater; -4° F to + 140° F (-20° C to +60° C) in non-AC environments; up to 95% relative humidity (non-condensing).
- Pay stations must include heater that can operate on AC power for environmental conditions outside of this temperature range.

16. CPU

- The CPU must be specifically designed for operation with the pay station.
- The CPU must contain Flash memory that can record a minimum of 10,000 transactions to allow data to be preserved when power has been removed.
- The CPU must not require a battery backup to preserve memory.
- The pay station must have a bad card maintenance list that can store up to 16,000 card numbers for offline processing.
- To enable seamless additional application integration, the pay station operating system must be Microsoft Windows CE-based or another non-proprietary-based operating system.
- The pay station must be able to automatically adjust its internal clock for Daylight Savings Time changes.

17. Online Communication

- The pay station must be able to support direct Ethernet connection without any additional hardware.
- The pay station must include a GSM or CDMA modems and Wi-Fi (802.11b/g) modem must be available.

II. Software

1. Pay-by-License Plate

- The Pay-by-License Plate system proposed by the bidder shall fully integrate with a License Plate Recognition (LPR) enforcement system.
- The pay station system back-end shall be able to accept Pay-by-Phone payments and provide the information to the LPR enforcement system.
- The parking equipment shall be capable of transferring data in real-time between the pay stations, the central server system, and the LPR enforcement system.
- The pay station shall support license plate entry through an alphanumeric keypad which includes a key for each letter and number.

2. Enforcement

- At the pay station, the enforcement officer must be able to:
- Generate Valid Stall reports within the entered stall range regardless of how (pay station or cell phone) and at which machine the spaces were paid for. The report must clearly display the expiration time for each valid space.
- Generate an Expired Stall report within entered stall range which clearly displays the spaces that have not been paid.
- The central server system must be able to integrate with the City's parking ticket enforcement provider for real-time stall information.

3. Management Software Capabilities

The management software must have the following capabilities:

- Ability to set up unlimited amount of pay stations at unlimited amount of lots (depending only on available computer memory).
- Password access at the pay station for collection and service personnel.
- The ability to set sleep timer mode for the pay station.
- The ability to configure the pay station to operate in Pay-by-Space, Pay-and-Display, and/or Pay-by-License Plate environments.
- Enable/disable additional time to be added to paid stalls.
- Ability to configure credit cards that will be accepted.
- Ability to configure smart cards that will be accepted.
- Ability to restrict payment types on a rate-by-rate basis.
- Enable online "real-time" credit card authorization (with Ethernet connection or modem option).
- Enable a "Store and Forward" mechanism to process credit cards that are accepted when online communications have been disrupted.
- Enable/disable issuance of printed refund slip.
- Enable/disable issuance of refund slip for cancelled payment.
- Allow a four-line custom message on introduction LCD screen.
- Allow a four-line custom message on exit screen.
- Allow a four-line custom message on receipt header.
- Allow a four-line custom message on receipt footer.
- Allow a four-line custom message on refund receipt.

- Allow configuration of special stalls (in Pay-by-Space mode) for exclusion from transient parking on specified days and times.
- Allow for the remote upload of all rate and configuration parameters to the pay station via the central server at no charge as many times as the operator wishes.

4. Standard Rate Capabilities

Standard rate capabilities must include:

- Rates by the minute, hour, day, week, and month.
- Special event pricing.
- Different values can be assigned to different hourly increments (for example, first hour at \$2.00; each additional hour thereafter at \$1.00).
- Progressive, regressive, flat, evening, early bird, and holiday rates.
- Programmable minimum and maximum time periods.
- Ability to preset special rate structures up to a year in advance.
- One-step uploads of bad credit card/smart card file.
- Incremental rates with minimum increment being five minutes.
- Ability to set a minimum credit card value for incremental rates.
- Rate descriptions must be user configurable up to 20 characters in length.
- The pay station must be able to display rates and instructions in multiple languages.

5. Management Reports

- Bidder should provide samples of all reports to allow for evaluation of reporting features if requested by the City.
- The pay station must issue a report from the printer with the following information:
 - Machine serial number
 - Date and time of collection
 - Date and time of previous collection
 - Total amount of money in the collection
 - Total amount of bills by denomination
 - Total amount in coins
 - Total amount of credit card payments by credit card type
 - Total number of tickets issued
 - Total amount of refunds issued
 - Total amount of change issued
 - Pay station firmware version
 - Stall reports showing valid stalls, unpaid stalls, or paid since last stall report
- The pay station must issue a report with the history of the machine with the following information:
 - Date of the transactions with "from" and "to" parameters
 - Total deposits
 - Overpayments
 - Total transactions

- First transaction number
- Last transaction number

- Revenue detail must have the capability of providing the following information at the pay station:
 - Today's total
 - Last 24 hours total
 - Yesterday's total
 - This month's total
 - Last month's total
 - This year's total
 - Last year's total
 - 3rd year back
 - 4th year back
 - 5th year back
 - History total since commissioning of pay station

- In the back-office software, reports must be able to be generated based on the following parameters:
 - Transaction Date
 - Transaction Time
 - Payment Method
 - Rate
 - Pay Station Number
 - Credit card type

6. Remote Management

The capabilities provided through remote management must include the following:

a) Real-Time Reporting/Pay Station Configuration

Real-time reporting - the pay station must provide, as an option, the ability to generate all of the reports as listed under "Reports" above through any computer with an Internet connection using up-to-date real-time information.

Remote pay station configuration:

- The solution must allow for changes in the rate structure remotely from the office provided the pay stations are online.
- The solution must allow for other changes listed under "Management Software Capabilities" to be configured from a remote PC and capable of being uploaded to the pay station in real-time (with a maximum upload delay of five minutes) provided the pay station is online.

b) Real-Time Monitoring/Intelligent Dispatch

The pay station must provide the ability to monitor at a minimum the following parts and systems and communicate any malfunctions or supply requirements through e-mail or cell phone:

Critical alarms:

- Alarm on
- Shutdown due to low battery power
- Shock from being bumped, tilted, or shaken

Major alarms:

- Coin jam
- Battery voltage low
- Printer paper low
- Printer lever disengaged
- Printer paper out

The alarms must be transmitted within 10 seconds of the event occurring at the pay station.

Items without alarms that may be capable of being monitored on a secure Internet connection including:

- Number of coins
- Number of bills
- Battery voltage levels
- Pay station temperature level
- Pay station humidity levels

c) Real-Time Credit Card Authorization

- The pay station must provide the ability to have credit cards processed in real-time.
- The unique authorization number received from the credit card clearinghouse must be clearly displayed on the receipt.
- The authorization number must be available in the back-office software to be used as criteria for credit card transaction searches.
- The pay station must be configurable to accept or not accept credit card payment in the event that the communication to the pay station becomes temporarily unavailable.
- Assuming adequate communication signals are in place, real-time credit card authorization must be completed within three seconds typically, and within 10 seconds maximum.

d.) Configuration Software Must:

- Enable manual updates and retrieval of information from each pay station using a portable device such as a USB key.
- Download all configuration and rate table settings.
- Upload all transactional data from the pay station.
- The process to download/upload transactions must be easily done by on-site personnel.
- Have adequate security of data through password protection and layered levels of privileges.

III. TRAINING AND SUPPORT

Bidder shall provide a training program for technicians and staff responsible for:

- Installation, startup, and maintenance of the pay stations.
- Coin collection.
- Programming rates, valid parking times, etc., through the management software.
- Monitoring the equipment.
- Data file collection, credit card file downloading, system monitoring and auditing, setup and maintenance of user account passwords, etc.

IV. WARRANTY

The supplier shall guarantee all items to be furnished to be free from defects in design, materials, and workmanship for a period of one (1) year from the date that the city places the pay stations in service. The supplier shall promptly replace items deemed by the city to be defective or inoperable within this one-year period without any cost to the city including all shipping to and from the factory.

Quality Requirements

A "NO" response, a failure to respond, or a failure to meet 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 1-4)

1. Bidder has sold similar pay stations within the past three years of like quantity and scope to this contract to at least three customers

YES NO

2. Bidder is a manufacturer or manufacturer's authorized distributor for the product(s) being proposed.

YES NO

3. Proposed pay stations meet all requirements specified in this bid document.

YES NO

4. Bidder has a customer service representative who is available to meet with City staff at its office on a 48-hour notice. This representative is fully knowledgeable in the design, operation and troubleshooting for the products and services being bid.

YES NO

Bid Submissions

1. Bidder shall submit a set of specifications for all proposed equipment consisting of a detailed description of the equipment proposed including type and model.

2. Bidders shall submit a list of customers who have had the proposed "equipment installed and operational" within the past three years with contact names and telephone numbers. A bid may be rejected on the basis of one or more references reporting poor pass performance by the bidder. The City reserves the right to use itself as a reference

3. Please submit with your bid the terms of warranty and return policy.

Price Proposal

Price for 12 multi-space parking meter pay stations as specified in this IFB

The unit price shall include delivery charges, and charges for placing each pay station on its foundation and setting up each pay station so that it is ready to operate.

Item 1. 12 multi-space parking meter pay stations including all related hardware and all other items and services as specified in this bid (including eight rolls of receipt paper per machine) and delivery to Cambridge, MA:

Unit price per pay station \$ _____ X 12 = \$ _____
Total Bid Price

Name of Pay Station Manufacturer: _____

Model number of proposed pay station: _____

Signature: _____ Date: _____

Name and Title: _____

**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.

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.

Signature

Name of person signing bid

Name of Business

Address: _____

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

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;

- (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.

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

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

**City Of Cambridge
Articles of Agreement**

Commodity:
File Number:

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

Address:
Telephone, Fax, E-mail:

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

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

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

Contract Value:

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

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

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

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

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

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:

Nancy E. Glowa
Acting City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent