INVITATION FOR BID	**If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.**
FILE NO: 6190A (Re-bid)	
COMMODITY: Total Organic Carbon (TOC) Analyzer and Autosampler System	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

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, September 19, 2013,** 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**, **October 3, 2013. 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, Online Services, Purchasing Bid List, Invitation for Bid, File No. 6190A.**

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 Invitation for 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 File No. 6190A (Re-bid) TOC Analyzer and Autosampler System opened at 11:00 A.M. on Thursday, October 3, 2013".** 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 Invitation for 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.

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, isability,sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

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

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Name of Bidder:_____

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

The undersigned hereby proposes to provide the hardware, software, installation and services of the **: TOC Analyzer and Autosampler System** for the Cambridge Water Department.

One contract will be made as a result of this Invitation for Bid. The contract will be awarded to the responsive and responsible bidder offering the lowest total price for three years. All prices must remain FIRM during the entire contract period.

The 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. One original and one copy. No hard binders please.

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 the Invitation for Bid including any exceptions to the specifications must be submitted in writing by 3:00 p.m. on Thursday, September 26, 2013. All questions shall be put in writing and faxed to the Office of the Purchasing Agent at 617-349-4008. 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 you 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 Record 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 in accordance with the Massachusetts Public Record Law.

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:_____

Technical Specifications

UN Persulate Total Organic Carbon (TOC) Anayyzer and Autosampler System

1. The analyzer must comply with Standard Method 5310C, USEPA 415,1 - 3, USP 643, and EP 2,2.44,

2. Total run times for TOC samples in duplicate will be 12 minutes or less and triplicates will be 18 minutes or less.

3. The analyzer will use a combination of sodium persulfate in an aqueous solution and UV irradiation to oxidize organic compounds. Other reagent mixtures can be used to easily treat high chloride samples.

4. Detection of the carbon dioxide resulting from oxidation of inorganic carbon (IC) and organic carbon (OC) will be accomplished by a Non-dispersive Infrared (NDIR) detector.

5. The analyzer will be able to detect NPOC by first removing IC in a dedicated IC chamber, then measuring NPOC by oxidizing organic compounds in a dedicated UV chamber.

6. The analyzer must be able to drain the spent sample from the UV chamber through the same transfer line as entry to optimize cleaning between repetitions.

7. The analyzer must use a Mass Flow Controller for instant control of carrier gas. The analyzer must be able to change the flow rate (0 - 500 ml/min) during different modes of a user-defined method. A pressure measurement must accompany the flow rate.

8. The analyzer must be able to perform a leak check as a diagnostic tool of the entire flow path.

9. Non-Dispersive Infrared (NDIR) detector will be housed in a thermally protective closed system. No-additional purge gas is necessary to eliminate environmental CO2.

10. The analyzer must use Static Pressure Concentration (SPC) detection technology to measure CO2 in one measurement compared to the error evolve in flow through detection. The analyzer must use the Fabry-Perot Interferometer (FPI) within the NDIR for direct measurement of C02 gas.

11. The analyzer must be able to perform an auto-calibration by auto-dilution from stock standard or user created standards. Actions of Halt, Re-calibrate, Continue or Manual intervention of the Calibration must occur after the analyzer finishes a calibration curve.

12. The analyzer must be able to perform one calibration curve and one blank that may be applied to all ranges over the entire instrument's analytical range. An automatic benchmark tool must be able to perform installation verification.

13. Analyzer uses single multi-port valve to control all sample and reagent handling. Sample, acid, and oxidant are transported by one automated variable liquid syringe.

14. Analyzer will have the ability to liquid-mix a sample between the vial and syringe as a user controlled method variable.

15. Autosampler will be robotic design and uses open architecture so that monitoring sample processing can be easily and clearly viewed.

16. Range of analysis with and without using an autosampler will be 0 to 4,000 ppm. The cross contamination of the analyzer shall be less than 1 %.

17. Autosampler must have the ability to hold (120) 20 mL, (90) 50 mL, or (75) 40 mL sample containers and (4) dedicated standard 125mL bottles for calibration, check, and system suitability standards.

18. Autosampler must have a built-in needle rinsing station that can use rinse water or sample to eliminate cross contamination. Autosampler will have septum piercing capability of vials.

19. UV Chamber will be made of Pyrex and be easily visible at all times.

20. Software will operate in either Windows 20001 XP and be a 21 CFR 11 compliance tools (electronic signatures & audit trials). Built-in PC Standalone Feature with Touch screen attached to instrument.

21. Software will have Setup menu that allows selection of user, diagnostic screen, readying instrument to run samples, and control and monitor gas flow rates 1 pressures through the entire system flow path.

22. Software will have Run menu that allows selection of preprogrammed or user defined methods; entering sample identification; entering number of replicates; monitoring real time sample graphical display; and access to past sample results and statistics of sample sets.

23. Software will have all sample data and metadata (calibration curve, blanks, method, electronic signatures) of all versions in a sample report The report must have the ability to be exported to an HTML or XML file.

24. Analyzer and autosampler will be supplied with a one year parts and labor warranty.

25. Installation and on-site start-up assistance available by factory trained personnel.

<u>Quality Requirements</u>

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.

1. The bidders TOC Analyzer and Autosampler System and software meets all the requirements outlined under the technical specifications of this Invitation for Bid.

   YES NO

2. The bidder has sold, installed similar TOC Analyzer and Autosampler System and software for at least three clients located in either Massachusetts, New Hampshire, Vermont, Rhode Island, New York or Connecticut within the past two years.

   YES NO

.

3, The bidder is the developer and maintainer of the software.

   YES NO

Name of Bidder:_____

Bid Submission Requirements

1) Submit the contact information for the individual who will act both as primary point of contract for the Water Department. Please provide a telephone number, email address and mailing address for this person

.

_____

2) The names and contact information of at least three clients located in either Massachusetts, New Hampshire, Vermont, Rhode Island, New York and Connecticut as references. The references shall be from clients that have purchased and installed bidders TOC Analyzer and Autosampler System (including software) within the past two years. 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 less than excellent past performance.

_____

_____

_____

3) Name, address and contact information for the Support Representative and Installer

Technical Support Representative:

_____

Installer:

_____

Describe how the installation, software updates, expansion, maintenance and servicing will be preformed. (Bidder may include additional sheets with information if necessary)

_____

_____

_____

_____

4) Bidder shall submit a set of documentation consisting of a detailed description of the proposed, type, model of the TOC Analyzer and Autosampler System. The bidder shall submit warranty information.

Name of Bidder:_____

Price Proposal

All hardware, software, installation, travel, training and upgrades with the services set forth in this Invitation for Bid must be included in the price.

Brand or Trade Names referred to herein are for identification purposes only, and do not limit bidder to such brands, provided alternates offered are "equal" in quality and function to those specified. Descriptive literature that contains complete specifications or the complete specifications should be included. It shall be the City of Cambridge Water Department's sole discretion to determine if the bidder's submission is equal.

Year One

TOC Fusion UV Persulfate TOC Analyzer (115V), PC/Network Driven System. Includes Integrated Autosampler with Septum Piercing Needle, Autosampler Tray for (75) positions for 40ml VOA Vials and (4) positions for 125ml bottles for stock solutions, TekLink Operation Software (contains 21 CFR 11 Compliance Tools for Electronic Records,Electronic Signatures and Audit Trails), Operation Kit and User's Manual (CD). A PC is required to operate instrument through software) Includes 1 year warranty: Price shall include shipping charges.

Total Organic Carbon (TOC) Analyzer **1** **each** **$**_____

Manufacturer: _____ Model/part#:_____

Set-up and onsite training of above Equipment. **1** **each** **$**_____

Set-up, installation and on-site training of above equipment.
Note: Above equipment to be installed at the same time.

Maintenance Plan for TOC Analyzer and autosampler and will commence after the one-year factory warrantee expires.

Year Two

Annual Maintenance Fee $_____

Software fee, if any $_____

Year Three

Annual Maintenance Fee $_____

Software fee, if any $_____

Total System Bid Price for three years $_____

Software License- Do not submit a Software License document with your bid.

Signature of Bidder:_____

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
Debarment 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 Contractor 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 Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor 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 Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract 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 Contractor 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 that it is not currently subject to any State or Federal debarment order.

Date: _____

_____
(Print Name of person signing bid)

_____
(Signature & Title)

This form must be submitted with your bid

Name of Bidder:_____

CORI COMPLIANCE FORM

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

CERTIFICATION

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

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____

(Typed or printed name of person signing quotation, bid or Proposal) Signature

_____

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your bid

Name of Bidder:_____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;

(c) Time since the conviction;
(d) Age of the candidate at the time of offense;
(e) Seriousness and specific circumstances of the offense;
(f) The number of offenses;
(g) Whether the applicant has pending charges;
(h) Any relevant evidence of rehabilitation or lack thereof;
(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
SAMPLE

Commodity: TOC Analyzer and Autosampler System

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 **xxxxxxxxxxxxxx** a corporation duly organized and existing under the laws of the **State of XXXXXX** ("the Contractor").
Address: xxxxxxxxx, xxxxxxxxx,xxxxx,xxxx
Telephone: : Fax Email

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 **xx/xx/xx** and ending on **xx//xx/xxx.**

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of xxxxxxxx

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 the xxxxxxxxxxxxxxxxDepartment to which it provided the service, not the Purchasing Department.**

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

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

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

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

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 _____ 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:

_____
Nancy E. Glowa
City Solicitor

_____
Richard C. Rossi
City Manager

The Contractor:

_____
Signature and Title

_____
Cynthia H. Griffin
Purchasing Agent

Name of Bidder:_____