

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: 6552	
COMMODITY: Refrigerated Healthy Snack and Beverage Vending Machines	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, August 14, 2014**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, August 28, 2014 rescheduled to Thursday, September 11, 2014 @ 11:00 AM.** **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. 6552**

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 **Refrigerated Healthy Snack Vending Machines opened at 11:00 A.M. on Thursday, September 11, 2014**". 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: _____

Email Address: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, 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: _____

**City of Cambridge
Purchasing Department**

**TO: Amy L. Witts
Purchasing Agent**

The undersigned proposes to deliver, replenish and maintain Refrigerated Healthy Snack and Beverage Vending Machines for the Cambridge Public Library located at 449 Broadway and the City of Cambridge Fresh Pond Golf Course located at 691 Huron Ave.

The Contract start date will be September 22, 2014, or soon thereafter as determined by the City, and ending on October 22, 2015.

One contract will be made as a result of this Invitation for Bid. A contract will be awarded to the responsive & responsible bidder offering the City the highest fixed percentage of the gross receipts

The Percentage of gross receipts is to remain **FIRM** for the entire contract period.

The contract will be awarded within forty-five days of the bid opening, unless the award date is extended by consent of all parties concerned. Prior to the 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.

A sample contract is attached hereto. The bidder must be willing to sign the City contract. The City will not accept a bidder's terms and conditions.

PLEASE SUBMIT YOUR BID PROPOSAL IN DUPLICATE (No Hard Binders)

Questions

Questions concerning this Invitation for Bid, **including any exceptions to the specifications** must be submitted in writing and faxed to the Office of the Purchasing Agent, Amy L. Witts Fax# 617-349-4008. All questions must be submitted no later than **Friday, September 5, 2014 by 4:00 p.m.** An Addendum will be posted to the website to notify 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.

Name of Bidder: _____

Confidentiality and Public Records Law

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

Scope of Services

The Vending Operator agrees to supply the **Cambridge Public Library located at 449 Broadway and the City of Cambridge Fresh Pond Golf Course located at 691 Huron Ave.** with one Refrigerated, Healthy, Snack and Beverage Vending Machine to each location. The Cambridge Golf Course is only open from April through December so the vending machine at the Golf Course location will only need to be serviced during times when the Golf Course is open for business

The City calls attention to the importance of the vendor operator to provide healthy, sustainable food service. Specific aims include:

- Eliminating trans fat
- Reducing Sodium content
- Menu labeling

The Refrigerated, Healthy, Snack and Beverage vending machine, which will vend healthy snacks and healthy beverages, will be placed in the public area of the Cambridge Public Library and the Cambridge Fresh Pond Golf Course. The Vending Operator will be the exclusive operator of the vending machines.

The Vendor Operator will service and maintain the Refrigerated Healthy Snack and Beverage Vending Machines to the highest standard at all times. This service will include:

- a. Replenishing the machines with consumables regularly. The Library requires replenishing of machines to be completed during times when the Library is open.
- b. Keeping machines in a presentable manner at all times.
- c. Providing the Location with contract details for service/maintenance calls if required.
- d. Pay the location all commissions no later than the 14th day of each month. Commissions will be paid the following month for the previous month.
- e. Vending machines shall be refrigerated
- f. Vending machines shall be new and dual zone
- g. Vending machines shall have a remote reporting system- notifying vendor when inventory is low.
- h. The Vending machine dimensions shall be 41" wide x 38" deep x 72" tall
- i. Vending machines shall meet the City of Cambridge Energy Requirements

It shall be mutually agreed that the Healthy Vending Machines and its contents, which include consumables, coins and cash are the sole property of the Vending Operator at all times.

The Vending Operator will have secured insurance at all times.

The contractor shall provide a means, acceptable to the City for patrons to receive refunds for faulty machines and for any product that is not up to standard. Be advised that the City will not hold any funds in a "purse/kitty" for refunds. The Vendor Operator shall be required to post a notice on the machine with vendor contact information and instructions for processing refunds.

The Cambridge Public Library and the Cambridge Fresh Pond Golf Course agree to provide ample space for the Healthy Vending Machines along with access to electricity at no cost to the Vendor Operator.

The Vending Operator will provide a detailed product by product report of all transactions. One (1) commission check will be given to each City location every month.

Name of Bidder: _____

The City may request that the Healthy Vending Machines be removed in the event that the machine is neither presentable nor maintained to an acceptable level. A 30 day written notice must be given to the Vending Operator to rectify any and all discrepancies. If all discrepancies have not been corrected the Location must give a 30 day written notice to remove machines from the premises at the expense of the Vending Operator.

Healthy, Delicious, Refrigerated Snacks shall consist of the following:

- 0 grams trans fat per serving
- ≤ 230 mg sodium per serving
- Limit total calories from saturated fat to $\leq 10\%$ (excluding nuts and seeds without added fats or oils.
- Limit calories from sugars to $\leq 35\%$ of total weight (excluding fruits or vegetables without added caloric sweeteners.

Beverage Requirements:

At least 50% of available beverage choices (other than 100% juice and unsweetened milk) must contain ≤ 40 calories/serving

Milk shall be 2%, 1% and non-fat milk dairy-type products.

Juice shall be at least 100% juice with no added caloric sweeteners.

Vegetable juice must contain ≤ 230 mg sodium per serving

Nutritional information shall be available on all products.

ENERGY STAR Requirements:

Contractor shall provide machines not older than one (1) year that have earned the ENERGY STAR certification.. Contractor shall set machine controls to turn off lights at night unless otherwise instructed by the managing department.

Sustainability Requirements

The City of Cambridge promotes the following sustainability requirements:

Products in recyclable or compostable packaging.

The vendor operator shall offer some organic, locally grown food, or documented sustainably grown products at a reasonable fair price.

Continued on next page.

Quality Requirements

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

Circle Yes or No for each Quality Requirement.

- 1) The vendors Refrigerated Healthy Snack and Beverage vending machines meet or exceed all requirements listed in the Scope of Services section of this Invitation for Bid.

Yes **No**

- 2) The vendor operator has been providing Refrigerated Healthy Snack and Beverage vending machines that meet the requirements listed in the Scope of Services for a period of three or more years.

Yes **No**

- 3) The vending operator agrees to pay the Library and the Department of Human Services (Golf Course) a commission on gross monthly revenues every month.

Yes **No**

BID SUBMISSION REQUIREMENTS

- 1. Bidder shall submit three references for whom bidder has provided new, dual zoned, with remote reporting system, refrigerated vending machines stocked with healthy snacks and beverages for a period of three years or more include name of company, contact person, telephone number and scope, duration of the contract. The City will contact references to determine whether the bidder is responsible. The City reserves the right to use itself as a reference. Please note: References will be contacted to determine if the bidder is responsive and responsible. References will be asked about their overall impressions of the bidder, quality of the vending machines, or work performed, and understanding of the factors affecting the operation of a vending machine concession.

Company Name	Contact	Telephone
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Company Name	Contact	Telephone
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Company Name	Contact	Telephone
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- 2. Submit with your bid, descriptive literature for vending machines supplies, sample list of vending items.

- 3. Bidder shall provide documentation that each machine meets energy efficiency criteria including manufacturer, brand and model number of each machine.

Price Proposal

Total percentage of gross monthly revenues paid to the City:_____

Total percentage of gross monthly revenues to the City in words:

Signature of Bidder:_____

Name of Bidder:_____

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

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

Name of Bidder: _____

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 **xx/xx/xxxx** by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and **xxxxxxxxxxxx**, a corporation duly organized and existing under the laws of the **State of xxxxxxxx**("the Contractor").

Address:

Telephone: Fax: Atten.:

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/xxxx** and ending on **xx/xx/xxxx**.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **xx/xx/xxxx**.

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 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, the bid documents shall supersede these articles.

Name of Bidder: _____

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.

The City:

The Contractor:

Richard C. Rossi
City Manager

Signature and Title

Amy L. Witts
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

Name of Bidder: _____