File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

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: 7015	
COMMODITY: Qty of 1, Year 2015 or 2016 , Ford Police Interceptor Utility Vehicle	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent
795 Massachusetts Avenue, Rm 303
Cambridge, MA 02139

PH: 617-349-4310; FAX: 617-349-4008

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 24, 2015,** 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 8, 2015. 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. 7015.**

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 **Qty of 1, Year 2015 or 2016 Ford Police Interceptor Utility Vehicle opened at 11:00 A.M. on Thursday, October 8, 2015.** 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:**_____

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_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

LAWS:	**GENERAL TERMS AND CONDITIONS** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
EQUAL	The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
TAXES:	Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
QUANTITIES:	Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
BID PRICES:	Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
DELIVERY AND PACKAGING:	Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
MODIFICATION OF BIDS:	Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
REJECTION OF BIDS:	the City reserves the right to reject any and all bids if it is in best interest of the City to do so.
AWARD OF CONTRACT:	Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
INDEMNITY:	Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
TERMINATION OF CONTRACT:	Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
ASSIGNABILITY:	The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

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

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

City of Cambridge
Purchasing Department

TO: Amy L. Witts
Purchasing Agent

The undersigned hereby proposes to furnish and deliver **one (1) Year 2015 or 2016 Ford Police Interceptor Utility** for the City of Cambridge Fire Department, all in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period. One award 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. A Contract will be awarded within forty-five days, 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.

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 and conditions.

Please submit your bid in duplicate. One original and one copy.

Delivery charge must be included in proposal price.

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, October 2, 2015 by 10:00 AM. 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.

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

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

Scope of Services

The City of Cambridge is requesting bids to furnish and deliver (1), Year 2015, Ford Police Interceptor Utility. The successful bidder will deliver the vehicle with all standard equipment, with factory installed and aftermarket options as specified, with a full fuel tank.

Authorized Distributor: Bidder must be a manufacturer or manufacturer's authorized dealer for which a response is being submitted.

Delivery: All quotes shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house or on-site (at a location of our choice in Massachusetts for installation work, determined by the City of Cambridge), at contractor risk, with all charges for transportation and unloading prepaid by the contractor.

Delivery of the vehicle must be complete within 60 day of receiving a purchase order from the City unless bidder has submitted longer delivery time with their bid in which the City has agreed to accept. The City has the right to reject any late delivery. Vehicle delivery and liability remains with the Contractor until the products are properly delivered and signed for by the City.

Insurance & Workers Compensation: The City of Cambridge has the right to require certificate of insurance and proof of workers compensation insurance if the need be required.

Omission of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of detail description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of the first quality are to be used.

Subcontracting Policies: Prior approval of The City of Cambridge is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Warranty & Repair: Ford Power Care 60 months/100,000 miles.

Name of Bidder_____

The vehicle shall be covered by a Roadside Assistance Program for a period of three years or 36,000 miles at no additional charge. The Roadside Assistance program shall include the following:

Towing to the nearest Ford (or Equal) Dealership, or towing to the selling dealership
Flat tire change
Fuel Delivery
Jump Starts
Lock- out Assistance

The successful bidder shall provide the Cambridge Fire Department a toll free phone number for roadside assistance.

Bidder agrees to offer priority repair service during normal business hours to The City of Cambridge.

Bidder agrees to authorize all City of Cambridge Vehicle Maintenance & Radio Repair facilities to perform in-house warranty repairs. Equipment removed for warranty repairs will be shipped to and returned from the factory at no expense to The City of Cambridge Fire Department.

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

A vehicle that does not conform to the specifications or is not in good condition upon receipt shall be replaced promptly by the contractor. **The vehicle must be delivered with a full tank of gas**, **in new condition, "detail" cleaned, free of mileage (less than 50 miles and/or low mileage with agreement of City) and must have no defects**. The vehicle will be inspected before acceptance by an authorized City representative for workmanship, appearance and proper functioning of equipment. If any deficiencies are found, the contractor will have three (3) days to correct the problem.

The vehicle shall include, as a minimum, two (2) sets of operable keys with OEM remotes (when applicable) and be cleaned, serviced and ready for immediate use in accordance with the manufacturer's pre-delivery services.

Continued on next page.

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

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 1-3.

1. Bidder has been an authorized Ford Dealer for at least ten (10) years.

YES **NO**

2. Bidders Ford Dealership will provide onsite warranty repair.

YES **NO**

3. Bidders Ford Dealership must be within 35 miles of the City of Cambridge, City Hall Located at 795 Massachusetts Ave, Cambridge, MA 02139.

YES **NO**

Bid Submission

Bidder shall submit the location address of the Ford Dealership and service facility within 35 miles of the City of Cambridge, City Hall, 795 Massachusetts Ave, Cambridge, MA 02139.

_____

_____

_____

Bidder shall provide three references. References shall be from a City, State of Government entity. Each reference should include the following details: Address, Contact person and telephone number. In addition, the City reserves the right to use itself as a reference. A bid maybe rejected on the basis of one or more references reporting poor past performance by the bidder.

_____

_____

_____

Delivery of the vehicle for the Fire Department shall be coordinated with following contact:

Lt. Steven Brown
Technical Services Division
Cambridge Fire Department
491 Broadway, Cambridge, MA 02138
Office 617-349-4977
Cell 617-892-2318
sbrown@cambridgefire.org

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

Specifications for Ford Utility Police Interceptor

Item	Description	Minimum requirements
1.0	**General**	
1.01	Year **2015 or 2016** Ford Utility Police Interceptor	**Year 2015 or 2016 Ford Utility Police interceptor** Error in Omission shall not preclude Vehicle being equipped with all standard Factory equipment supplied on Police Vehicle. Items 1.00-12.22
1.02	WHEELBASE	112.6 Inches
1.03	OVERALL LENGTH	NLT (Not Less than) 197 Inches
1.04	FABRICATION	Heavy duty, **unibody** construction, designed Specifically for public safety severe service Applications
2.00	**ENGINE**	
2.01	TYPE	Ti-VCT V6, Flex Fuel (E85) capable
2.02	FUEL SYSTEM	Sequential multi-port fuel injector
2.03	DISPLACEMENT	3.7 Liters
2.04	NET HORSEPOWER	304 b.h.p. @ 6,500 r.p.m.
2.05	NET TORQUES	397 lb-ft @ 4,000 r.p.m.
2.06	FABRICATION	Heavy duty with upgrade components for Severe service.
2.07	COMPRESSION	10.5:1 nominal
2.08	EXHAUST	Dual pipe stainless steel system
2.09	COOLING	Heavy duty upgrade to police level service With oil cooler
2.10	FUEL TANK	18.6 gallon capacity
2.11	E.P.A. FUEL ECONOMY RATING	16mpg CITY / 21 mpg HIGHWAY
3.00	**TRANSMISSION**	
3.01	TYPE	Electronic automatic, police tuned
3.02	SPEEDS	Six including overdrive
3.03	SHIFTING	Electronic with manual overdrive

Name of Bidder_____

3.04	**COOLING**	Auxiliary oil cooler
Item	**description**	**Minimum Requirements**
4.00	**COOLING SYSTEM**	
4.01	TYPE	Heavy duty police service
4.02	RADIATOR	Heavy duty with integral coolant Recovery system
5.00	**BRAKING SYSTEM**	
5.01	TYPE	Heavy duty; power assisted; dual hydraulic; four wheel disc, ABS
5.02	ANTI-LOCK	ABS Standard
5.03	DISC DIAMETER	13.0 inches front and rear
5.04	CONTROL	Electronic brake force Distribution
5.05	VENTS	Front Vented rotor hats
6.00	**STEERING SYSTEM**	
6.01	TYPE	Power assisted; variable ratio; speed Sensitive - rack and pinion
6.02	COOLING	External Auxiliary oil cooler
7.00	**SUSPENSION**	
7.01	TYPE	Heavy duty for police service; Independent front and rear
7.02	SHOCK ABSORBERS	Heavy duty gas pressurized hydraulic; Double acting
7.03	SPRINGS	Heavy duty high rated front and rear
7.04	STABILITY CONTROL	Electronic, with stability control
8.00	**DRIVE TRAIN**	
8.01	DRIVE SHAFT	Heavy duty police service
8.02	U-JOINTS	Heavy duty police service
8.03	AXLE RATIO	3.65 with Advance Trac w roll stability control
8.04	DRIVE TYPE	All wheel drive

Name of Bidder_____

9.00	**TIRES AND WHEELS**	
9.01	QUANTITY	Five (5) including full sized Conventional spare
9.02	SIZE	P245/55R18 A/S BSW; all season Pursuit type speed rated tires
Item	**Description**	**Minimum Requirements**
9.03	WHEELS	heavy duty 18" X 8.0 5 spoke steel wheel (Black) w/ TPMS
9.04	DRESS	OEM Center Caps
9.05	RATINGS	Vehicle to be equipped with tires specifically Intended to allow vehicle to achieve its maximum. Speed limiters or engine shall not be allowed
10.00	**ELECTRICAL SYSTEM**	
10.01	ALTERNATOR	Heavy Duty 220 amp design for severe service
10.02	BATTERY	Heavy duty 78 amp hour. 750 CCA
10.03	ACCESSORY FEEDS	Front Power Distribution Box: * Ignition feed (5 connectors, 30-amp fuse) * Direct feed (5 connectors, 50-amp fuse) * Four (4) ground terminals
10.04	IGNITION	Electronic – distributorless
10.05	REGULATOR	Heavy duty electronic
11.00	**EXTERIOR BODY**	
11.01	COLOR	Exterior color: Ebony
11.02	BUMPERS	Molded urethane over steel reinforcement Front and rear
11.03	LOCKS	Driver, front passenger and deck lid / tailgate.
11.04	GLASS	All glass shall be solar tinted
12.00	**INTERIOR**	
12.01	COLOR	Charcoal black
12.02	FRONT SEAT	Police grade cloth- 6 way power adjustable. Manual lumbar, seatback foam Designed to comfortably accommodate a utility belt. Built in steel intrusion plates in both front seatbacks.

Name of Bidder_____

12.03	REAR SEAT	Police grade vinyl bench. 60/40 split
Item	**Description**	**Minimum requirements**
12.04	WINDOWS	Electrically operated with driver's side Master control and lockout switch
12.05	LOCKS	Ignition, trunk and doors keyed alike. Power door lock system.
12.06	DOME LIGHT	Dome light first row (RED/WHITE)
12.07	AIR CONDITIONING	Factory standard
12.08	REAR DEFROSTER	Electric grid type
12.09	HEATER	High output multi-speed electric With front and side window defrosters
12.10	WIPERS	Intermittent windshield
12.11	INSULATION	Maximum available sound insulation
12.12	LIGHTS	Front dual map beam; engine compartment Trunk compartment;
12.13	GAUGE CLUSTER	4.2" color LCD display in police instrument cluster and center stack smart display
12.14	SPEEDOMETER	Certified and calibrated
12.15	CLOCK	Digital type
12.16	STEERING COLUMN	Adjustable tilt type
12.17	FRONT DIMENSIONS	NLT Head room 41.4" shoulder room 61.3" Hip room 53.3"; leg room 40.6"
12.18	REAR DIMENSIONS	NLT Head room 40.1"; shoulder room 60.9"; Hip room 56.8"; Leg room 41.6"
12.19	CARGO DIMENSIONS	NLT Capacity 48.1 cubic feet behind 2nd row
12.20	PASSIVE RETRAINTS	Airbags 2nd generation, front Driver and Passenger side Seat roll curtain airbags
12.21	AUDIO	Electronic AM/FM stereo/single CD player with MP3 capability , and 6 speakers
12.22	**WARRANTY**	**Ford Power Care 60 months/100,000miles**

Continued on next page

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

The following factory installed options shall be included:

#16C 1st and 2nd row carpeting
#18X 100-watt siren speaker
#55B BLIS blind spot information system, cross traffic alert, heated mirrors
#942 Daytime running lamps
#17T Dome light red/white in cargo area
#53M Ford SYNC
#21B Rear view camera image displayed in rearview mirror
#61S Remappable switches with SYNC
#67H Ready for the road package
#76R Reverse sensing system

The following after-market equipment shall be included:

Remote starter/keyless entry/security system with 2 wireless remote control key fobs

PRICE PROPOSAL

Pricing submitted must include ALL items listed 1.01-12.22, the factory installed options, and the after-market equipment.

The one Police Interceptor Utility vehicle is being purchased for the City of Cambridge Fire Department. Please send invoices to the following address:

City of Cambridge Fire Department
491 Broadway
Cambridge, MA 02138

$_____each X _1___ Ford Police Interceptors, Year 2015 or 2016

Total in Words: _____

Signature of bidder: _____

EXPECTED DELIVERY:_____

YEAR_____

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

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

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
(Print Name of person signing bid)

_____
(Signature & Title)

_____
Name of Company

_____
Address

_____
City, State Zip Code

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

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;

Name of Bidder_____

(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

Name of Bidder_____

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

Name of Bidder_____

File No. 7015 One new Year 2015 or 2016 Ford Police Interceptor Utility for Fire Department-Thursday. October 8, 2015 @ 11:00 AM

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 xxxxxxx**("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_____