File No 7074 One Year 2015 or 2016 M2 106 Freightliner 48,000 lb GVW Chassis with McNeilus Packer Body-Thursday, December 3, 2015

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:	
COMMODITY: One New 2015 or2016 M2 106 Freightliner 48,000 lb. GVW Chassis with McNeilus Packer Body	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

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

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the Cambridge Chronicle on Thursday, November 19, 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 by **11:00 A.M. on Thursday, December 3, 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. 7074.**

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 one new **2015 or 2016 M2 106 Freightliner 48,000 lb. GVW Chassis with McNeilus Packer Body opened at 11:00 A.M. on Thursday, December 3, 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:**_____

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

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual:_____

Email address:_____

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

File No 7074 One Year 2015 or 2016 M2 106 Freightliner 48,000 lb GVW Chassis with McNeilus Packer Body-Thursday, December 3, 2015

TO: Amy L. Witts, Purchasing Agent
795 Massachusetts Avenue
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish and deliver **one new 2015 or 2016 M2 106 Freightliner 48,000** lb. GVW Chassis with McNeilus Packer Body to the City of Cambridge Department of Public Works. One award will be made as a result of this Invitation for Bid. Prices must remain FIRM during the entire contract period. A contract will be awarded to the responsive and responsible bidder offering the lowest total price.

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.

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.

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 **Monday, November 30, 2015 by 2:00 PM**. 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 of the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

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

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

SCOPE OF SERVICES

The City of Cambridge is requesting bids to furnish and deliver **One (1) Year 2015 or 2016 M2 106 Freightliner 48,000 lb. GVW Chassis or equal with 20 Cubic Yard HD McNeilus Rear Load Packer Body (or equal).** The Contractor shall be responsible for the delivery and off-loading of the vehicle and for all shipping charges that may be incurred. The winning bidder shall be responsible for accidents and environmental hazards in connection with the delivery.

Authorized Distributor: Bidder must be a manufacturer or manufacturer's authorized distributor for the equipment on which a response is being submitted.

Delivery: All bids shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house or on-site (at a location in Cambridge, MA to be determined by the City), at contractors risk, with all charges for transportation and unloading prepaid by the contractor.

Delivery of the vehicle must be completed within one hundred twenty days after receiving a purchase order from the City unless prior arrangements have been negotiated with the City. Vehicle delivery and liability remains with the Contractor until the products are properly delivered and signed for the City. Vehicle must be delivered "with a full tank of fuel."

Insurance & Workmen's Compensation: The City of Cambridge has the right to require certificate of insurance and proof of worker's 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 Freightliner Standard Warranty

Owner Manuals: The successful bidder shall provide 2 (two) sets of complete owner manuals and shop repair service manuals **CD/DVD version** at no additional cost. The City of Cambridge Public Works 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.

The contractor shall replace a vehicle that does not conform to the specifications or is not in good condition upon receipt promptly**. The vehicle must be delivered in new condition, "detail" cleaned 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 and be cleaned, serviced and ready for immediate use in accordance with the manufacturer's pre-delivery services.

SPECIFICATIONS

One (1) Year 2015 or 2016 Year M2 106 Freightliner 48,000 lb. GVW Chassis (or equal) with 20 Cubic Yard HD McNeilus Rear Load Packer Body (or equal) for the Public Works Department with all standard options including the following non standard options:

Truck:
48,000 lb. GVWR 4 x 2 Cab & Chassis
2015 Model Year, with **2010 EPA** Carb Emissions Certification
150" cab to axle dimension with Set Back Axle Design
106" bumper to back of cab w/ Fiberglass hood design
216" Wheelbase w/ 96" after-frame for body installation
Flat Roof Aluminum/Steel Hybrid Cab Design

Engine: 300 HP @ 2000 RPM; 2200 rpm governed @ 860 lb./ft tor
Electronic Integral Shutdown Protection
SCR-Selective Catalytic Reduction System w/Urea is required
50 State Clean Idle 2008 Certification Sticker on lower door
2013 On Board Diagnostics/2010 EPA/Carb/2014 GHG Certification
In-line Six-Cylinder w/ wet sleeve design, w/ one-piece valve cover
Cummins 18.7 CFM Air Compressor w/ Internal Safety Valve
12V 160 Amp 28 SI Quadramount Pad Alternator w/ remote battery
Single Battery Box frame mounted left side under cab
(2) Group 31 , 2200 CCA threaded Batteries w/ positive post for js
Positive Load Disconnect Switch Mounted near driver seat
Right-hand Outboard Under Step Mounted After-treatment Device
11' 6" RS Exhaust System b-pillar mounted vertical
150 Watt/ 115 V Engine Block Pre-Heater
1200 Sq. Inch Aluminum Radiator
Horton On/Off Fan Drive w/ Aluminum Fly-Wheel Housing

Allison 3500 RDS Automatic Transmission w/ PTO Provision
Vehicle Interface Wiring w/PDM/body builder connector, mtd boc
Electronic Transmission Customer Access Connector, mtd boc
T-Bar Handle Style Transmission Shift Control, dash mounted
TES 295 Compliant Synthetic Transmission Oil
Water to Oil Transmission Oil Cooler in Radiator end tank
6 Speed Transmission Vocational Programming

18,000 lb. Front Axle Drop Style
18,000 lb. Taper Leaf Front Springs
MF Front Rubber Bushings/Spring
Front Shock Absorbers
Front Axle Synthetic Lube
16.5 x 5 Q+ Cast Front Spider Cam Front Brakes, double anchor
Front Dust Shields

30,000 lb. Rear Axle RS-130-85 w/ Iron Drums & Hubs
5.86 Rear Axle Ratio
16.5 x 7 Cast/ Cam Rear Brakes, Double Anchor
Rear Brake Dust Shield
31,000 lb. Reyco 102CC Rear Leaf Spring Rear Suspension
2.25" Rear Axle/Suspension Spacers
17N Meritor Extended Lube Main Driveline w/ Full Round Yokes

Wabco 4S/4M ABS Anti-Lock Brake System
Wabco SS 1200 Plus Air Dryer w/ Integral Air Governor and Heater

Air Dryer Frame Mounted LH Side on Rail
Meritor Front & Rear Automatic Slack Adjusters
Steel Air Tanks Mounted on Right Hand Rail – no torpedo style
Clean Frame Rail Left Hand Side from boc to rear suspension

106" BBC Aluminum/Steel Hybrid Flat Roof Cab, 67.5" Cab Hgt.
Air Cab Mounts
Clear Dash Space Positions AG025,026,027,031,032,033,034
Leave Dash Openings for Packer Upfitting Switches
7/16" x 3 9/16" x 11 1/8" Steel 120 KSI Frame
2,592,000 RBM Rating w/ Section Modulus of 21.6" ,both min.
3" Front Integral Frame Extension
Front Tow Hooks Frame Mounted
Huck Spin Bolt Frame Fasteners
6 Gallon Diesel Exhaust Fluid Tank frame mounted under cab
50 Gallon Short Aluminum Fuel Tank frame mounted LS under cab
Alliance Fuel/Water Separator w/ fuel primer pump
TRW T-85 Power Steering Pump
3-Piece 14" Steel Bumper
Fiberglass Front Hood w/ 2 ½" Fender Extensions
Integral Rectangular Headlight/Marker package
Non-Removable Bugscreen Mtd. Behind Grille
Dual West Coast Heated Bright Finish Mirrors w/int. convex aux's
Right Hand Downview Mirror
Fender Mounted Tripod Rearview Mirrors, stainless
LH & RH Stainless Cab Mtd Grab Handles w/ rubber inserts
Tinted glass including 63"x 14" rear window
Gray Interior with aluminum Kickplates on both doors
Gray Flat Dash, in-dash storage bin, (2) cup-holders
Air Conditioning
Cigar Lighter and (1) aux power outlet
Basic High Back Air Drivers Seat w/ Dual Armrests
Two-Man Fixed Bench Style Passenger Seat w/ storage feature
97 DB Back-up alarm
Transmission Oil Temp Gauge, Hour Meter
AM/FM/Weatherband Radio
(2) Extra Switches In-dash w/ Light and Wire to Chassis back of cab

22.5 x 9.0 10-Hub Piloted HD Steel Disc Front Wheels
22.5 x 9.0 10-Hub Piloted HD Steel Disc Rear Wheels
315/80R22.5 20 ply Front Radial Tires - Bridgestone M860A tread pattern
315/80R22.5 20 ply Rear Radial tires-Bridgestone M860A tread pattern
Spare Tires & Rims Front & Rear

Warranty:
2 Year/Unlimited Miles Basic Vehicle
5 Year/Unlimited Miles Frame, Cross-members, Cab Corrosion
2 Year/Unlimited Miles/Hours Cummins ISL Engine
3 Year/Unlimited Miles Allison Transmission
2 Year/Unlimited Miles Towing/Roadside Assistance

Body and Equipment:
20 Cubic Yard HD McNeilus Rear Load Packer
w/1000 lbs/cy compaction rating
12,000 lb. Recessed Reeving Cylinder/Winch
3 Cubic Yard Hopper ¼" AR200
Hydraulic tailgate clamps

10 Gauge Steel Front Wall
AR500 Brinell High Strength Sidewalls w/ 2" overlaps
3/16" AR Steel Flat Floor w/ 7 Gauge Supports
40 Gallon Hydraulic Reservoir - mounted inside the body
Automatic Pack-on-the-go, 1300rpm cutout
22 Second Cycle Time of Packing Blade
Rounded Side Walls for superior compaction resistance
Slide to have 3/16" Steel Face Plate and ½" Slide Supports
Sweep to have ¼" AR Steel Face plate and ½" Supports
Center Mount Positive Ejection System w/ 6 ¼" Bore
Large Access Door 23.5" x 29.5" front left of body
(2) McNeilus SSP3 tippers for dumping commercial style containers

Hydraulic controls as follows:

- Hydraulic tailgate clamps, raise/lower tailgate, and ejector panel; front of body an drivers' side
- Hopper sweep/slide controls located on drivers' side and passenger side of hopper
- Container hoist control on traditional passenger side only
- Cart tipper control for drivers' side tipper located on drivers' side of hopper
- Cart tipper control for passenger side tipper located on passenger side of hopper

Full Length Hose Brush Covers length of body
7" Color 4 Port rear-facing Video Camera System – SSP Extreme
Single Stage Paint, one color Omaha Orange
Hot Shift PTO Transmission Mounted Hydraulic System
DOT Conspicuity Tape on rear of body
Body shall be undercoated w/ anti-rust coating
Tailgate Seals to be minimum of 50"
Tailgate Loading Lip Height shall NOT exceed 38"
Star Strobe Light Mounted center front of body
(4) Tailgate Mounted 4" Smart Lights
Poly Toolbox 18 x 24 x 18 mounted curbside
Driver Side Aluminum Toolbox 14 x 24 x 16
Shovel/broom Holder Tailgate Curbside w/ (1) shovel/broom
Compatible with standard 80" trunnion bar on dumpsters
Anti-sail mudflaps ahead of rear tires
(2) LED worklights to light rear tailgate work area
Rear to cab buzzer, curbside
End cap reinforcement in tailgate
Truck and Body cannot exceed 11' 11" Total Overall Height
McNeilus factory hinged bicycle guards mounted on both sides of vehicle

One Year Body Warranty, 2 Years on Hydraulic Pump/Valves
5 Year Warranty on Cylinders

Color Cab and Body - Omaha Orange

QUALITY REQUIREMENTS

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

Circle "YES" or "NO" for the following requirement:

1. The bidder has a minimum of three years' experience in the manufacture or sale of Freightliner Trucks.

Yes No

BID SUBMISSIONS

1. Bidder shall provide three references to which bidder has sold a similar truck. Each reference should include the following details: Name, Address, Contact Person and telephone number. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder.

_____

_____

_____

PRICE PROPOSAL

One (1) Year 2015 or 2016 M2 106 Freightliner 48,000 lb. GVW Chassis with 20 Cubic Yard HD McNeilus Rear Load Packer Body with all standard options including the non standard options in the specification.

Bid Price: $_____

Year:_____

Bid price in words:_____

Signature of Bidder:_____

Estimated delivery date_____

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

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

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

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

_____
(Name of Business)

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

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

This form must be submitted with your bid

City of Cambridge CORI Policy

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

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

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

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

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

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

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

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

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

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

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;

(f) The number of offenses;
(g) Whether the applicant has pending charges;
(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

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

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

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

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-
D. Margaret Drury
City Clerk

Sample

City Of Cambridge
Articles of Agreement

Commodity:

File Number:

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

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

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

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

Contract Value:

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

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

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

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent,

incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, 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 **0%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. The Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

Nancy E. Glowa
City Solicitor

Richard C. Rossi
City Manager

The Contractor:

Signature and Title

Amy L. Witts
Purchasing Agent