

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: 7729A	
COMMODITY: Re Bid Terex Telelect Model or Altec Bucket Truck	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

Joan E Dillon – Acting Purchasing Agent
795 Massachusetts Avenue

PH: (617)349-4310 FX: (617)349-4008
Room 303 Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE on THURSDAY, SEPTEMBER 21, 2017, 2017**, 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 5, 2017** **This bid may be downloaded off the City's web site, www.cambridgeMa.gov/Department/Purchasing, current Bid Opportunities, View invitation for Bids, File No 7729A**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Invitation for Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: **"This envelope contains a bid for File No.7729A Terex Telelect Model or Altec Bucket Truck opened at 11:00 A.M. on Thursday, October 5, 2017. The bid and all documents submitted with it are public records. Parking is limited at this location. It is strongly recommended that bids are mailed in advanced of the due date and time. Late proposals will not be accepted.**

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, 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.7729A - Re Bid Terex Telelect Model or Altec Bucket Truck opened at 11:00 A.M. on Thursday, October 5, 2017 @ 11:00 AM

Joan E. Dillon - Acting, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes "To furnish and deliver a new **Terex Telelect Model or Altec Bucket Truck on a Year 2017 or 2018**". One award will be made as a result of this Invitation for Bid. A contract will be awarded to the responsive and responsible bidder offering the lowest total price. 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. All prices must remain firm throughout the contract.

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 concerning this Invitation for Bid must be submitted via email to: Purchasing@cambridgema.gov or in writing and delivered to the Office of the Purchasing Agent, Amy L. Witts, City Hall 795 Mass. Avenue, Room 303, Cambridge MA 02139. All questions must be submitted no later than Thursday, September 28, 2017 by 10:00 AM

An addendum will be posted to the website to notify all bidders of the questions and answers. Bidders will not be notified individually of Addendums.

Please review the bidders list on the website. If 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 this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Bid Results

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

Wage Theft Prevention Certification

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids/proposals. Failure to provide the certifications or disclosures shall result in rejection of the bid/proposal. Please see the Wage Theft Prevention Certification form attached.

NAME OF BIDDER: _____

Scope of Services

The City of Cambridge is requesting bids to furnish and deliver a new **Terex Telelect Model or Altec Bucket Truck**. 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.

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 no later than March 01, 2018. Vehicle delivery and liability remains with the Contractor until the vehicle is 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 (or equal) 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.

NAME OF BIDDER: _____

Specifications: Terex Telelect Model LT 40 Aerial Bucket Unit with a Steel Service Body, painted white and mounted on a YEAR 2017 or 2018 Ford F550 cab chassis (white) with a CA of 60".

Terex Telelect Bucket Unit, Body and Accessories per attached specifications.

Chassis Options:

Ford F550 4X2 Diesel engine, per attached Ford spec.

With super duty running boards

Specifications for Line & Service Body for use with a 40 ft. Bucket Unit.

Body painted and mounted on a conventional chassis with an approximate cab axle (CA) of 60", AE-86", dual rear tires, a minimum G.V.W. of 19,500 lbs., a full frame.

Body 108" long x 94" wide with a 24" platform off the rear with steps inserted.

Center floor space – 58" wide.

Floor – 1/8 Four-Way diamond safety floor plate. Side cabinets – 18" deep x 40" high x 132" long.

24" top of floor to top of compartment.

3 Compartment type on right and 4 compartment type on left. Side cabinets constructed of steel

Weatherproof Doors equipped with recessed Stainless Steel door locks,

Automotive bulb type weather-stripping. Spring Loaded, over center door holders. Rubber fender edges.

Right Front (A) Compartment.

40" high x 28" long x 18" deep with vertical door.

3 Adjustable material shelves with 8 adjustable dividers.

Right Center Compartment

22" high x 53" long x 16" deep with horizontal door. Shelf midway with adjustable dividers

Dividers in lower section

Right Rear Vertical Compartment

40" high x 24" long x 18" deep with vertical door.

7- Material hooks 2-3-2

Left Front (A) Compartment

40" high x 28" long x 18" deep with vertical door.

3 Adjustable material shelves with 8 adjustable dividers.

NAME OF BIDDER: _____

Left Center Compartment

22" high x 53" long x 116" deep with horizontal door. Dividers in lower section

Left Rear Compartment.

40" high x 26" long x 18" deep with vertical door.

5 – Swivel hooks (2-3-0) mounted at top

Thru Shelf, 108" long x 13" deep, 9" down in left side compartment with a door with locking handle at rear.

Body to be Painted White.

Steel portions of boom and tower to be White. Rustproof underbody.

Apply Non-skid to entire floor.

Additional Equipment required for Terex/Altec Bucket Truck:

NO pintle hook required.

Full length under ride protection under rear of truck.

1 Pair mud flaps,

2 – Grab handle, at rear.

Relocate fuel fill in wheelhouse panel. (Hole in Body by FX)

2 chock blocks, Rubber

2- Chock block holder in right side of body

Two Rear grip strut cable steps

Extended chassis rails to support body.

1 - Rope Rail inside body right side, 42" long, include 6 hooks and chains.

Install Ladder Trough - approx. 132" long x 4" high x 21 1/2" ID" wide with nylon bushed 2" roller at rear; mounted on left side cabinet; provide hold-down strap and locking pin for storage. Angled at front for 152" ladder to clear cab roof.

Electrical Equipment, mounted and wired in fused circuits:

Identification Equipment:

2 Red reflectors on rear side of body. In marker lights.

2 Red reflectors on rear of body. In marker lights.

2 Red side marker lights on rear side of body.

2 Amber Clearance Lights at front of body.

2 Red Clearance Light at rear of body.

3 Red Identification Lights at rear.

All marker lights to be Truck Lite LED

2 – Amber LED Strobe, Sound off BH5BCHOAA mounted at front of body.

2 – 4" LED red stop tail and turn lights recessed at rear.

2 – 4" Back up lights recessed at rear.

1 – Back up alarm.

1 – Junction Box

License plate light

2 - LED Amber strobes, #44212Y mounted in rear channel. All cabinets to have strip/rope lighting with switch in cab.

Chassis supplied switch panel in cab (4-6 switches). To control PTO and all auxiliary lights Strobe

NAME OF BIDDER: _____

Inverter with output 120 volt, 4000 watts with auxiliary batteries and fused installation kit.

120 volt GFI protected outlet with weather proof cover, rear of body curb side.

Aerial Device

Ground to bottom of basket - 40 ft., 45 foot working height. Unit to be articulating/telescoping aerial device that is designed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design. Lower Boom Articulation 0 degrees to +78 degrees. Upper Boom articulation -14 degrees to + 80 degrees.

Minimum 27 ft. of side reach with lower boom at maximum articulation and upper fully extended.

One (1) person, end mounted fiberglass platform 24 x 30 x 42" deep. Bucket Rated capacity of 400 Lbs. Includes one (1) outside access step with a slip resistant surface.

Bucket rotator, rotates hydraulically 180° from the side to side

A safety harness and attached lanyard is provided. Platform Leveling is provided by a master/slave cylinder system.

A control at the lower control & upper controls is provided to tilt the platform for clean out or personal rescue.

Full Pressure, Single Stick Top Controls with safety interlock; allows one hand control for all **four** boom functions-lift, extension and rotation; control valves equipped with grooved spools for pin point spotting.

Single stick to be a PTE 6000. This is to be 4 function single stick. The lower arm lift must be controlled by the single stick.

Single stick top control must be made of nonconductive material and is tested to maximum of 30 kv with no more than 400 micro amps' leakage.

Separate control for lower arm is not acceptable.

A manual hydraulic stop is provided at the upper controls.

Lower Controls, Individual lower control levers are located in an accessible location on the turntable. The lower controls activate lower lift, main boom lift, boom extension, rotation and leveling.

An upper/lower control selector provides override of platform controls. Fiberglass booms to be of rectangular design for less deflection.

Lower Boom; Constructed of high strength, rectangular steel tube with a rectangular biaxial epoxy resin filament wound, high strength fiberglass insert providing an insulation gap of 12 inches.

The lower boom articulation is from 0 degrees to 78 degrees.

Upper boom, Aerial device upper boom is constructed of high strength steel with a rectangular bi-axial epoxy resin filament wound fiberglass insert. Inner boom is rectangular bi-axial epoxy resin filament wound fiberglass.

The upper boom has a total insulation gap of 40 inches retracted and 51 inches extended.

NAME OF BIDDER: _____

The upper boom is supported, when stored, by a padded boom rest with tie down. Lower Boom Cylinder, Single, threaded end gland design, double acting hydraulic lift cylinder equipped with integral holding valve.

Upper Boom Cylinder; A single double acting hydraulic lift cylinder equipped with integral holding valve.

Extension Cylinder; A single double acting hydraulic lift cylinder equipped with integral holding valve.

Pedestal and Turntable: The pedestal is of welded high-strength steel construction and designed with access holes for maintenance of hydraulic plumbing.

The pedestal top plate and turntable base plate are machined from a single piece of thick plate.

Continuous Unrestricted Rotation: A 3 port hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation. One 3/8-inch hydraulic port is available for options.

Self-locking worm gear rotation drive is provided and equipped with bi-directional motor. A 7/8-inch external hex shaft allows for manual rotation.

Rotation Bearing; The rotation bearing is a heavy duty "shear-ball" bearing with external gear teeth utilizing polished alloy steel balls. Both the inner and outer races are made from high-strength alloy steel and are heat treated to provide maximum life.

High-strength, grade 8 bolts attach the inner and outer races to the pedestal and turntable. ANSI Rating: Aerial device is designed as a category C machine and is dielectrically tested and certified for operation up to 46,000 volts AC per

PTO installed on ford Transmission with pump directly mounted to PTO. Full pressure, open center hydraulic system. Hydraulic pump to provide 2.5-3.0 GPM at engine idle speed.

An internal 20-gallon hydraulic oil reservoir provided with a 60-mesh filler screen, baffles, 100-mesh section screen with bypass, clean out access hole and sight gauge.

Shutoff valve on suction line to pump. External hydraulic tank is not acceptable.

A spin-on type 10-micron return line filter is provided. A relief is also providing. Hydraulic hoses are equipped with swaged hose fittings.

All metallic of the complete aerial device are finish painted White.

The fiberglass upper boom, boom inserts, platforms and covers are white. Includes two sets of operation, maintenance and replacement parts manuals and all recommended decals.

Emergency hydraulic pump control at top controls dumps all hydraulic bucket and accessory functions.

Independent hydraulic tool line, at bucket, equipped with quick disconnect fittings and dust caps.

Emergency lowering system- 12V motor and hydraulic pump operates from vehicle battery to supply emergency hydraulic power, control located at basket and lower controls.

Insulated engine stop/start control at bucket controls.

NAME OF BIDDER: _____

Provide rear torsion bar and Timbren front suspension bumpers. to meet ANSI stability requirement, outriggers are unacceptable.
Boom rest with hold-down strap, mounted in bed. Insulated bucket \liner.

Vinyl Bucket cover

Di-electric test unit after installation

The City will accept the following exceptions to the specifications if bidding on Altec:

1. An Altec AT40-g Articulating/Telescopic Aerial Device instead of a Terex Telelect Model LT40.
2. A GVW of 18,000 lbs. instead of Ford F550, 19,000 lbs.
3. No through compartment in the platform extension
4. Thru shelf, 108 "long x 13 deep 9" down in left side compartment with a door locking handle at rear; to be located on the right or curbside of the Truck.

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 the following requirement:

1. The Bidder has a minimum of three (3) years' experience selling Telelect or Altec Bucket Truck

YES NO

2. Delivery of the Vehicle to the City of Cambridge Electrical will be complete no later than March 1, 2018

YES NO

BID SUBMISSIONS

1. Bidder shall provide three references to which bidder has sold similar Bucket Trucks. References shall be from a City, State or Government entity. 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.

NAME OF BIDDER: _____

PRICE PROPOSAL

To furnish and deliver a new Terex Telelect Model or Altec Bucket Truck

Terex Telelect or Altec Bucket Truck \$ _____

Year 2017 or 2018: _____

Delivery Date: _____

Bid price 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

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: _____

WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

OR

2. This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following:

3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

NAME OF BIDDER: _____

5. Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

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

Signature

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

This form must be submitted with your bid

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.

NAME OF BIDDER: _____

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: _____

**Articles of Agreement
SAMPLE SAMPLE SAMPLE SAMPLE**

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 quote dated xxxx attached".

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 quote attached dated xxxxxx.

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.

NAME OF BIDDER: _____

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:

Louis DePasquale
City Manager

Signature and Title

Joan E. Dillon
Acting Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

NAME OF BIDDER: _____