

FORMAL BID			
FILE NO: 4950	Item/Schedule		
BIDDER'S FED. ID.			
COMMODITY:	Options		
NAME OF BIDDER:	Perf Bond Yes No	Payment Bond Yes No	Insurance Yes No

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, MARCH 26, 2008**, 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, April 16, 2009**. **This bid may be downloaded off the City's web site, www.cambridgeMa.gov, Online Services Purchasing, Current Bid List, Formal**

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 Formal 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 **Water Works Materials** opened at 11:A.M. on **Thursday, April 16, 2009**". **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 Formal Bid.

This bid includes addenda number(s):_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____ **FAX NUMBER:**_____

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

() Corporation, incorporated in the State of:_____

() Partnership. Names of partners:_____

() Individual:_____

NAME OF BIDDER:_____

GENERAL TERMS AND CONDITIONS

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

CITY OF CAMBRIDGE
PURCHASING DEPARTMENT

To: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, MA 02139

The undersigned hereby proposes to furnish and deliver **Water Works Materials** as needed to the City of Cambridge Water Department for a period of one year all in accordance with the attached specifications and following information.

Contract will be awarded within forty-five days of the bid opening, unless award date is extended by consent of all parties concerned. A contract will be awarded by section to the responsive and responsible bidder, offering the lowest price per section.

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 of 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.

NOTE: In accordance with the City's recycling policy, these bid pages are printed on both sides.

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Confidentiality and Public Record Law

Under the Massachusetts General Laws, the City can not assure the confidentiality of any materials or information that may be submitted by a vendor in responsive to this invitation to bid.

All bids or other materials submitted by the vendor is responsive to this invitation to bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Questions

Questions concerning the IFB must be submitted in writing by Wednesday, April 8, 2009. All questions can be faxed to the Office of the Purchasing Agent at 617-349-4008. An addendum will be posted to the website notifying vendors of all questions and answers. Please check back on the website for addendums before submitting your bid to the City. Bidder 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.

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

NAME OF BIDDER: _____

Performance Measurements

Contractors are required to maintain a high level of performance. Performance Measurements are developed to preserve customer satisfaction and evaluate the contractor's performance. We will examine the following areas:

1. **Customer service and satisfaction:** The Contractor responds promptly to requests for supplies delivery.
2. **Product Quality:** Products provided meet or exceed specifications and meet All warranties express and implied.
3. **Reporting Requirements:** The Contractor submits complete and accurate reports of contract usage upon usage request of the Purchasing Department. It is expected that no more than three usage reports are required.
4. **Invoice Preparation:** The Contractor's invoices are complete and accurate and identify the materials and services by contract line item and number. All invoices should reference contract Number 4189 and should be sent directly to the Water Department.

City of Cambridge Water Department
250 Fresh Pond Park Way
Cambridge, MA 02138

Material Standards

Pipe

Distribution pipe shall be class 52 ductile iron cement lined and tar coated, lining shall be a minimum of one eighth (1/8") in thickness.

All pipes shall be manufactured to meet AWWA standards. Push on pipe joints unless specified. Standard gaskets shall be supplied. Approved manufactures are U.S pipe and Foundry Company, and Griffin Pipe Company. All others must be approved by CWD.

Fittings

All fittings are to be ductile iron and be cement lined. Fittings are required to be acceptable for mechanical joint restraint. Mechanical joint fittings for sizes 4-inch through 12- inch shall be ductile iron compact fittings and rated for 350 psi working pressure. All nuts and bolts shall be of a type equal to ductile iron or KOR-10 steel T-bolts and nuts.

Restraining Glands

Shall be of mechanical joint and consist of individually actuated wedges that increase their resistance to pull out as pressure or external forces increase. The device shall be capable of full mechanical joint deflection during assembly and the flexibility of the joint shall be maintained after burial. The joint restraint ring and its wedging components shall be made of grade 60A2-10 ductile iron conforming to ASTM A 536-84. The wedges shall be ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111? A21.1 and ANSI/AWWA C153/A21.3 of the latest revision. Torque limiting twist off nuts shall be used to insure proper actuation of the restraining wedges. The mechanical joint restraint shall be available in four (4) through forty-eight (48) inch sizes. They shall have a rated working pressure of 350 psi in sizes sixteen (16) and smaller and 250 psi in sizes eighteen (18) through forty eight (48) inch. The device shall be listed by Underwriters Laboratories up through twenty- four (24) inch size and approved by Factory Mutual up through the twenty (20) Inch size. Approved restraints are series 1100 MEGA-LUG restraint as produced by EBAA Iron Inc.

Gate Valves

Gate valves shall be resilient seated and shall meet the requirements of AWWA C-509. Valves shall be rated for 200 psi minimum working pressure and shop tested at 300 psi. Valves shall be iron body, bronze mounted, resilient seated, non-rising stem type fitted with "O" ring seals and epoxy coated. The operating nut shall be 2-inches square. Bolts on the bonnet and stuffing box shall be stainless steel (316 stainless steel). Tapping valves shall be provided with oversized seat to permit use of full sized cutters.

Gaskets shall cover the entire flange surface. Valves shall have mechanical joint ends and be equal ANSI/AWWA C11/A21.11 Valves shall open right (clockwise)

NAME OF BIDDER: _____

Butterfly Valves

Butterfly valves (16 inch and larger) for buried service shall conform to AWWA C504, except as hereinafter provided. Butterfly valves shall be rated for class 150b and both valve operators shall be especially designed for services buried in ground and be totally enclosed type. The unit shall be permanently lubricated with grease or oil. A standard AWWA 2-inch square operating nut shall be provided on the input shaft. Valves shall open to the right (clockwise)

Hydrants

Hydrants shall conform to the "Standard dry barrel hydrants" ANSI/AWWA C502-85. Hydrants shall be designed for 150 psi service and for installation in a 5 -ft. covered trench. They shall OPEN clockwise and must be marked with an arrow and the word OPEN to indicate the direction of turn of the stem to open the hydrant.

They shall have one steamer connection, 4- ½-inch and two 2-1/2 -inch hose nozzles all with National Standard threads (NST). Hydrant inlet opening on shoe shall have mechanical joints for accepting 6-inch ductile iron or cast iron pipe.

Hydrants shall have a compression type main valve, opening against and closing with water pressure. The main valve opening at the base of the hydrant shall have a minimum area of 39 square inches (5-inch minimum diameter circle).

Hydrants shall be capable of delivering a minimum of 600 GPM. with a maximum of Two (2) psi pressure drop through the hydrant with both 2-1/2 inch hose nozzles open.

Each hydrant shall have " traffic" type ground line construction (breakaway bolts **not acceptable**) and permit 360 degree movement of the upper barrel to allow for any alignment without shutting down service and/or removing flange bolts and nuts. Hydrant operating nut shall be 1-1/2 inch. Flat to point, pentagonal. Hydrants shall be hydrostatically tested as specified in AWWA C502.

The main valve assembly shall consist of a rubber composition valve with a bronze sub-seat and seat ring. The seal between the set ring and the seat shall consist of two (2) "o-rings" located in the machined grooves above and below the drainage channel. There shall be at least two (2) exterior drain ports located one- hundred and eighty (180) degrees apart.

Hydrants shall be delivered without chains and be painted with two coats of weather resistant paint "silver" upper barrel". All iron work to be set below grade shall be painted with two coats of asphalt varnish specified in AWWA C502

Hydrant operating mechanism shall be housed in a compact seal plate assembly with an integral lubrication chamber. An "O-ring" seal shall be used on the hold down nut to prevent direct condensation or atmospheric contamination from entering the lubrication chamber. The hydrant operating mechanism shall be readily available for inspection without removing the seal plate from the barrel.

The design and construction of the hydrant operating mechanism located at the top of the hydrant shall be such that no part of the operating threads will be in contact with the water in the standpipe when the hydrant is in service. "O-ring" seals shall be used to prevent water under pressure from entering the lubricating chamber

Hydrant steamer nozzle center line shall be a minimum of 16 inches from the bury line of the hydrant. The bottom of the operating nut shall be a minimum of 9 inches from the steamer nozzle center line. The overall height (bottom of the operating nut to the bury line) shall be a minimum of 29 inches.

Hydrant Extension-

Extension kits, standard sizes, shall include a valve rod extension, stem, Coupling, standpipe extension gasket and all other necessary hardware. The hydrant extension kit shall be compatible with the hydrants as requested.

Hydrant Repair Kits

Safety repair kits for hydrants damaged by traffic shall consist of flange sections, connection bolts break-away valve rod connection, gasket and all other necessary hardware. The repair kits shall be compatible with hydrants as requested.

Tapping Sleeves Ductile

Tapping sleeves shall be mechanical joint type ductile iron and meet requirements of AWWA C500. All 4 inch through 12 inch tapping sleeves shall be rated at 250 **psi** working pressure. All tapping sleeves greater than 12 inch shall be rated at 200 psi working pressure. Tapping sleeves must be equipped with a ¾ inch NPT brass test plug as to allow testing of the device. Outlet flange dimensions and drilling must comply with ANSI B16.1 Class 125 and with MSS SP-60.

Tapping Sleeves Stainless 100%

Tapping sleeves shall be a stainless steel 18-8 type 304, with full circumference band. Flanges shall meet AWWA C207 class D, ANSI 150# drilling. Recessed for tapping valve per MSS-SP 60 Gasket shall be Nitrile (buna-n) NSF 61 compounded to resist water, oil, acids, alkalies, most (aliphatic) hydrocarbon fluids and many chemicals and temperatures up to 180 degrees F. Bolts nuts and washers shall be 18-8 stainless steel type 304, nuts and studs to be coated to prevent galling. All tapping sleeves shall be equipped with a 3/4 inch NPT test plug.

Service Saddles

Service saddles bodies shall be ductile iron, ASTM-A108, with epoxy finish. Bales shall be carbon steel or stainless steel. Washers to be carbon steel, nuts to be semi finished galvanized hex steel. Gaskets to resist oil, acids, alkalies, and most (aliphatic) hydrocarbon fluids.

Couplings

Couplings shall be of a type equal to Smith Blair, style 441; Dresser Style 153; 360 or Romac Style 501 or an approved equal. Couplings shall be provided with plain, Grade 27, rubber gaskets and with black steel, track-head bolts with nuts.

The Hymax Coupling or equal must be of carbon steel with fusion bonded epoxy coating. Bolts shall be stainless steel with coated nuts and anti-seize compound (ANSI 304/303) (2 bolts on 4" through 12") The coupling shall have a pressure assisted gasket (NSF61 registered EPDM). Compound approved for contact with drinking water. The gasket shall be made in two layers, with a removable inner layer that allows for pipe diameter range expansion

Full Circle Repair Clamps

The band shall be stainless steel 304 with high strength ductile iron lugs and high strength low alloy steel bolts with heavy semi finished hexagon nuts Gaskets shall be nitrile NSF listed, compounded to produce superior Storage and performance characteristics while resting water, acids, Alkalies, most (aliphatic) hydrocarbon and many other chemicals.

Valve Boxes

All valve boxes shall be cast iron and of telescopic design with two piece construction, a top with a cover and a bottom (5- inch inside diameter and 6 ft in length) The top section shall have a top flange to increase the stability of the box to remain at the present height. The lower section of the box shall have a bell shaped bottom designed to enclose the operating nut and stuffing box of the valve without settling. The valve box shall come complete with a cover on which the word "**WATER**" shall be cast. The cover of the box shall be close fitting and substantially dirt tight and flush with the top of the box rim. Acceptable boxes, General foundry Buffalo Boxes or equal.

Service Boxes

Service boxes shall be Erie style, American manufactured, of telescopic type with a length from four (4) to six (6) feet. The cover shall be made of extra grade grey iron. The cover shall be marked "**WATER**". The arch shall accommodate up to a one (1) inch curb stop. The upper section shall be a telescopic pipe made of steel. The cover shall be counter sunk with a brass pentagonal plug that features a coarse " rope" thread to enable quick and easy removal. The inside diameter to be a minimum of two and a half (2 ½) inches.

Repair Lids Shall be iron and marked with the word "**WATER**"

Copper Tubing

All copper tubing shall be type "K" suitable for underground use.

NO LEAD BRASS FITTINGS AND VALVES- All brass fittings and valves shall be as specified below.

Product

Brass goods furnished under this specification shall be new and unused. All fittings and valves shall be manufactured in accordance with AWWA Standards C-800, latest revision.

Any part of the brass fitting or valve in contact with potable water shall be fabricated from Sebiloy or Federalloy or other City of Cambridge approved no lead/ultra low lead material. Residual lead levels shall not exceed a maximum of 0.25% by weight.

Components that do not contact potable water shall comply with the requirements of ASTM B 62 and ASTM B 584 Copper Alloy Number C83600 or C84400 respectively.

Brass fittings and valves shall comply with the Safe Drinking Water Act, the U.S Environmental Protection Agency. Service fittings and materials bid under this Section shall be certified as suitable for contact with drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 61, Drinking Water Systems Components – Health Effects.

All brass fittings and valves shall have the manufacturers name or trademark integrally stamped or cast on it. Another marking identifying the “no lead” brass alloy, e.g., “EB2”, “NL” or “FED” shall be cast or stamped on the fitting or valve.

Quality Control and Testing

If requested, an affidavit certifying compliance with these standards and specifications shall be signed and submitted by the manufacturing firm’s Quality Assurance or Engineering Manager.

NAME OF BIDDER:_____

Quality Requirements

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

- | | | | |
|----|---|-----|----|
| 1. | Bidder has three (3) years selling parts in the Water Service Industry. | YES | NO |
| 2. | It is true that the Bidder is currently not in Bankruptcy. | YES | NO |
| 3. | Bidder can provide, upon request, proof of financial solvency. | YES | NO |

Bid Submission Requirements

Failure to submit documents requested may result in the determination that your bid is non responsive unless the City deems such failure to be a minor informality.

Bidder shall supply references, complete with telephone numbers and contact names, from at least four accounts where it has furnished similar equipment and supplies. In addition, the City reserves the right to use itself as a reference.

NAME OF BIDDER:_____

Price Proposal

Please fill out the attached excel price sheets and submit the total price per section below. In order to compare bids in a uniform format prices must be submitted for every item per section. The total amount for each item is calculated by multiplying the quantity x the unit bid price. The quantities listed on the price proposals are estimated annual quantities. The City reserves the right to increase or decrease the amount as needed up to 25 % over the contract value. A contract will be awarded section by section to the responsive and responsible bidder, offering the lowest price per section. Bidders may submit a bid for one or more sections. Contractor shall provide delivery to the Water Department within 24-hours of placement of order, unless otherwise indicated. Delivery charge must be included in the proposal price. Prices must remain FIRM during the entire contract period.

<u>Section One</u>	\$ _____	Total in words: _____
<u>Section Two</u>	\$ _____	Total in words: _____
<u>Section Three</u>	\$ _____	Total in words: _____
<u>Section Four</u>	\$ _____	Total in words: _____
<u>Section Five</u>	\$ _____	Total in words: _____
<u>Section Six</u>	\$ _____	Total 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**

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: _____

CORI COMPLIANCE FORM

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

CERTIFICATION

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

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your bid

NAME OF BIDDER: _____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

NAME OF BIDDER:_____

2.112.064 Waiver

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

2.112.065 Applicability

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

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

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

**City Of Cambridge
Articles Of Agreement**

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 _____ ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid _____) 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 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,

NAME OF BIDDER: _____

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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:

The Contractor:

Donald A Drisdell
City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent

NAME OF BIDDER:_____