

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

INVITATION FOR BID	If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time. PRE BID CONFERENCE on Tuesday, September 20, 2016 @ 10:00 AM located at the Cambridge Police Department, 125 Sixth Street Cambridge, Ma. 02142.
FILE NO: 7385	
COMMODITY: To furnish and deliver Qty. of 3, Year 2016 BMW R1200 RT-P Motorcycles	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent PH: (617)349-4310
 795 Massachusetts Avenue, Room 303 FX: (617)349-4008
 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 15, 2016**, 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, September 29, 2016. 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. 7385.**

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 **"Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P Motorcycles" opened at 11:00 A.M. on Thursday, September 29, 2016"**. 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: _____

Name of Bidder: _____ 1

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

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.

() Individual: _____

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. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P Motorcycles – Thursday, September 29, 2016 @ 11:00 AM

Amy L. Witts, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish and deliver Three (3) 2016 BMW R1200RT-P Police Motorcycles and furnish and install accessory equipment for the City of Cambridge Police Department, all in accordance with the attached specifications and following proposal schedule. All bidders must take in trade and include in their final bid the trade-in allowance for the Cambridge Police Department's existing (3) 2009 BMW R1200RT-p motorcycles. The contract will be awarded to the responsive and responsible bidder offering the lowest total price for the three year 2016 BMW Motorcycles and installation of accessory and optional equipment including trade in allowance for (3) 2009 BMW R1200RT- motorcycles.

Prices must remain FIRM during the entire contract period. One award will be made as a result of this formal bid.

Contract will be awarded within forty-five days, unless award date is extended by consent of all parties concerned.

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

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

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

Questions concerning this Invitation for Bid, including any exceptions to the specifications must be submitted in writing and either emailed to purchasing@cambridgema.gov or delivered to the Office of the Purchasing Agent, Amy L. Witts by Thursday, September 22, 2016 by 2:00pm. An addendum will be posted to the website to notify all bidders of questions and answers. Bidders will not be notified individually of Addendums

Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Confidentiality and Public Records Law

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

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 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.

PRE BID CONFERENCE on Tuesday, September 20, 2016 @ 10:00 AM located at the Cambridge Police Department, 125 Sixth Street Cambridge, MA. . 02142.

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

Scope of Services

The City of Cambridge is requesting bids to furnish and deliver Three (3), Year 2016, **BMW R1200RT-P motorcycles including the installation of accessory and required optional equipment as listed in the specifications.**

The City of Cambridge Police Department has spent several years evaluating accessory equipment for our Police Motorcycles. We have set very high standards for not only every piece of equipment that we put on our police motorcycles, but also the precise details of how it is installed. The City seeks a bidder who is capable of meeting these superior standards.

The successful bidder must adhere to the following terms and conditions set by the City of Cambridge. Failure to comply with terms could prevent a bid from being considered.

Actual Goods Purchased: At the present time, the City of Cambridge Police Department anticipates purchasing (out-right) various vehicles and accessories. However, the City of Cambridge makes no guarantees that any commodities will be procured as a result of this IFB.

Authorized Distributor: Bidder must be a manufacturer or manufacturer's authorized dealer for which a response is being submitted. (City of Cambridge may request certification of such status)

Delivery: All quotes 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 contractor risk, with all charges for transportation and unloading prepaid by the contractor

Delivery Date: Delivery must be made within 90 days from the date that the City places an order.

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

Pre-Delivery: The motorcycle shall be subject to inspection and approval by an authorized City representative prior to the City accepting delivery of the motorcycle.

Furthermore, the City may request to inspect the motorcycle while the motorcycle is being equipped by the contractor, or at any other time during the procurement process. If the City chooses to exercise this option, authorized representatives of the City will take care to avoid disrupting the work of the contractor. It is by no means the intention of the City to make this process difficult for the contractor.

Warranty & Non Warranty Repair: Bidder agrees to all of the terms and conditions of the **thirty-six (36) month or 60,000 miles** factory limited warranty, and the bidder agrees to warranties of all after market dealer installed equipment. Warranties will not begin until the vehicle is placed in service as evidenced by the vehicle registration. Bidder also agrees to provide non-warranty repair work including collision damage during the **thirty-six (36) month** warranty coverage.

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

Bidder agrees to offer priority repair service during normal business hours to The City of Cambridge. Bidder agrees to provide at no cost to The City of Cambridge an equivalent loaner motorcycle in all instances when warranty/non-warranty repair work will take longer than **48** hours to complete. Bidder must attach listing of business hours.

Equipment removed for warranty repairs will be shipped to and returned from the factory/dealership at no expense to The City of Cambridge Police Department.

Motorcycle Mechanic Training: The Bidder shall provide dealer mechanic level training for up to two (2) personnel designated by the Department at a factory authorized training facility, on the entire motorcycle including all routine maintenance required under the preventive maintenance check list. The manufacturer shall bare all tuition costs. Transportation, lodging and meals for the school will be the responsibility of the Department.

Rider Orientation: The Bidder shall provide the instructor and training material for a general 8-hour orientation class to be held at a training facility made available to the Department, upon delivery of motorcycles.

Bidder agrees to provide training and service manuals at no cost to the City of Cambridge repair personnel. Bidder will provide three (3) sets of service manuals covering all major components prior to last vehicle being invoiced. The City of Cambridge Police 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.

Additionally, in order to facilitate maintenance, by the City, of laptop computers, radios and other electronic equipment, the Bidder agrees to provide the City with wiring schematics of all contractors installed electronic wiring and fuses. Specifically, the City desires a diagram detailing the location of **all** contractors installed fuses (including amperage), power, ground, and (if applicable) ignition sense sources for **each** piece of accessory equipment installed by the contractor. This documentation needs only to be an easy to read schematic or diagram to facilitate the troubleshooting of improperly functioning equipment by the City.

The bidder is presumed to know and shall be strictly accountable for all terms and conditions in this IFB, including any and all attachments. The bidder shall indemnify and save harmless the City of Cambridge, The Cambridge Police Department, and all officers, agency, and servants thereof against any claim or liability arising from or based upon the bidders lack of knowledge of the terms and conditions in this IFB. A signed IFB is Prima Facie evidence that the bidder understands all terms and conditions in the IFB.

The submission of a response shall be conclusive evidence that the bidder has examined and agreed to all of the aforementioned conditions.

File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P Motorcycles – Thursday, September 29, 2016 @ 11:00 AM

Trade – In Motorcycles

As part of this bid the City will be requiring bidders to submit pricing for the purchase/trade-in of three (3) Year 2009 BMX R1200RT-P motorcycles (the "Trade-In Motorcycles"). **The Trade-In Motorcycles will be available for viewing at the pre-bid conference. The pre-bid conference will be the only opportunity for bidders to view the motorcycles. Bidders are strongly encouraged to attend the pre-bid conference to view the Motorcycles.**

The successful bidder must remove the (3) Year 2009 BMW R1200RT-P Motorcycles from the City of Cambridge Police Department located at 125 Sixth Street Cambridge, MA 02138 at the bidder's own expense before or at the time of delivery of the **3 Year 2016 BMW R1200RT-P.**

The Motorcycles are being sold "as is" without express warranties and with no implied warranties of merchantability. All prices are to remain firm.

QUALITY REQUIREMENTS

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

Circle Yes or No for each of the following requirements:

1. Bidder has been selling and servicing BMW Motorcycles for a minimum of 3 years.

YES NO

2. Bidder is an authorized BMW Dealer and will provide onsite warranty repairs.

YES NO

3. Bidder's dealership that is able to supply service and warranty repairs is located within **60 miles** of the Cambridge Police Department located at 125 Sixth Street Cambridge.

YES NO

BID SUBMISSION REQUIREMENTS

1. Bidder shall submit a set of contractor's specifications consisting of a detailed description of the equipment proposed, type, model and make of all component parts and equipment including wiring schematics of all wiring and fuses.

2. Bidder shall detail the location of the dedicated service facility

3. Bidder shall provide three (3) references for whom it has provided similar supplies and services in the last two (2) years. References shall be from a City, State or Government entity. Each reference should include the following details, Agency 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 the bidder.

1.	Reference	Address	Contact Name	Telephone No.
2.	Reference	Address	Contact Name	Telephone No.
3.	Reference	Address	Contact Name	Telephone No.

Bidders may use additional sheets if necessary

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

**Attachment A:
Price Proposal Form**

Rule for Award: One contract will be awarded to the responsive and responsible bidder offering the lowest total price of the motorcycles being purchased discounted by the amount offered for the trade in Motorcycles.

1. Price for One (1) motorcycle:
(This Price should include the base specifications in Attachment B plus the cost of the Required Optional Equipment in Attachment C plus all installation costs associated with the Required Optional Equipment and any associated delivery costs)

\$ _____

x Qty. 3 motorcycles = \$ _____

2. Trade in price offered for three (3) Year 2009 BMW R1200RT-P motorcycles =

\$ _____

Total bid submitted (Item1) - (MINUS) (Item 2) \$ _____

Total bid in words: _____

Signature of bidder: _____

This form must be submitted with your bid.

Name of Bidder: _____ 7

Attachment B:

Base Motorcycle Specifications

The motorcycle being bid must meet all of the below specifications and required options or the bid will be rejected.

VEHICLE – BASE BMW R1200RT-P MODEL

Item	Description	Minimum Requirements
1.00	GENERAL	
1.01	MODEL YEAR	2015 BMW R1200RT-P Motorcycle). Errors in omission shall not preclude vehicles being equipped with <u>all</u> standard factory equipment supplied on police motorcycles.
1.02	WHEELBASE	58.5 inches
1.03	OVERALL LENGTH	NLT (Not Less Than) 87.5 inches
2.00	ENGINE	
2.01	Engine Management:	Electronic intake pipe injection/BMS-X+ electronic engine management with E-Gas electronic throttle actuator, ride mode control (rain/road), optional Ride Modes Pro with additional dynamic mode, reduced throttle twist mode to 70 degrees.
2.02	TYPE	Air/water-cooled flat twin ('Boxer') 4-stroke engine, two camshafts and four radially aligned valves per cylinder, central balancer shaft
2.03	FUEL SYSTEM	Electronic fuel injection
2.04	DISPLACEMENT	1170cc
2.05	NET HORSEPOWER	125 bhp @ 7,750 rpm
2.06	NET TORQUE	92 ft-lb (125 Nm) @ 6,500 rpm.
2.07	COMPRESSION	12.5:1
2.08	EMISSION CONTROL	Closed Loop 3-Way catalytic converter
2.09	COOLING	Air/water precision cooled, thermostatically-controlled micro-

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

Item	Description	Minimum Requirements
		cooled, large radiators with computer-controlled auxiliary fan drive
2.10	FUEL TANK	6.6 gallon capacity. 1 gallon reserve
2.11	FUEL REQUIREMEN	91 AKI unleaded w/adaptive with control for lower grades
3.00	DRIVETRAIN	
3.01	Clutch	Self energizing wet clutch, 8 plates, hydraulic self adjusting
3.02	Gearbox	Constant mesh 6-Speed gearbox with helical gear teeth
3.03	Drive System	Shaft drive integral torsion damper, std. ABS and traction control
4.00	BRAKING SYSTEM	
4.01	TYPE	ABS: BMW Motorrad Integral ABS (partial-integral). Front: Dual disc brake, floating brake discs, diameter 320 mm, four-piston radial calipers. Rear: Single disc brake, diameter 275 mm, double-piston floating caliper.
5.00	WHEELS/TIRES	
5.01	WHEELS	Front: 3.50x17 die cast aluminum MTH2 rim profile (or equivalent other) Rear: 5.50x17 die cast aluminum MTH2 profile (or equivalent other)
5.02	TIRES	Front: 120/70ZR17 Michelin Pilot Road 4 Rear: 180/55ZR17 Michelin Pilot Road 4
5.03	TIRE PRESSURE MONITORING SYSTEM (TPM)	Factory installed digital dash Tire pressure monitoring system to warn for slow or fast air leakage.
6.00	SUSPENSION	
6.01	FRONT	BMW Motorrad Telelever, central spring strut, hydraulic steering damper

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

Item	Description	Minimum Requirements
6.02	REAR	Cast aluminum single-sided swing arm with BMW Motorrad EVO Paralever; WAD strut (travel-related damping), spring preload hydraulically adjustable (continuously variable) at hand wheel, rebound damping adjustable.
6.03	TOTAL GVWR	1091lbs total GVWR
7.00	ELECTRICAL	
7.01	ALTERNATOR	Three phase 540 W w/auxiliary battery and power management via BCa
7.02	BATTERIES	Main: 12V/16Ah, AGM maintenance-free. Auxiliary: AGM maintenance-free, with computer controlled charging relay.
8.00	COMFORT & SAFETY EQUIP (Standard)	
8.01		Heated seat and, heated handle grips (5-level adjustment heat settings)
8.02		Weather Protection
8.03		Rider Information Display
8.04		Tire Pressure Monitoring system
8.05		Electrically adjustable tall windshield
9.02	Emergency Lighting	BMW/Code 3 LED light system Maximum 10 Blue LEDX light heads w/alternating flashing sequence, channel segregation for front & rear and duplex LEDX auxiliary rear.
9.03	Cruise Lighting	Integrated cruise light function for front and rear facing LED emergency lights to steady-burn at 10% power output.

**File No. 7385- Furnish and Deliver Three (3), Year 2016, BMW R1200 RT-P
Motorcycles – Thursday, September 29, 2016 @ 11:00 AM**

9.04	Alley Lights	Integrated alley light function utilizing separate Torus LED, selectable alternating wig-wag with emergency light operation.
9.05	Take-down lights	Integrated twin Torus LED, with selection switch for steady-burn or wig-wag alternating flash with emergency light operation.
9.06	Saddlebag Volume	23 liter capacity top-opening saddlebags w/glove friendly latches
9.07	Side Stand	Locking Side stand
9.08	Plate Light	Rear red license plate ID lights

10.00 EXTERIOR BODY

10.01	COLOR	Night Black & Alpine White III (753)
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This form shall be submitted with your bid.

File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles – Thursday, September 29, 2016 @ 11:00 AM

Required Optional Equipment

The motorcycle being bid by each bidder MUST include the below Required Optional equipment. Bidders MUST include the price including installation for each item and where possible please include the manufacturer code for each item.

The following required optional equipment is to be supplied and installed by a manufacturer certified dealer. The City will be purchasing all optional items listed below.

Item	Description & Requirements	Code	Price (including installation)
2.01	LICENSE PLATE ID;		
	• Amber	_____	_____
2.2	RADAR/LIDAR OPTIONS;		
	• Front Gun Mount (only)- / LTI LIDAR	_____	_____
2.3	OTHER OPTIONS; (or equivalent others for each)		
	• Map Light	_____	_____
	• 12V Outlet installed Radio Box	_____	_____
	• Extra Ignition Key	_____	_____
	• Note pad holder	_____	_____
	• Tire pressure gage	_____	_____
	• Battery Tender/Charger	_____	_____
2.12	OUTSIDE ASSEMBLY;		
	• Basic package including, notepad holder map light	_____	_____
	• 12V outlet	_____	_____
3.00	CUSTOMIZED GRAFFICS/MARKINGS;		
	• Dealer allowance for customized exterior markings.	_____	_____

**Attachment D
Required Optional Equipment Installation Policy**

REQUIRED OPTIONAL EQUIPMENT – To be provided and installed by bidder

All required optional equipment is to be provided by the bidder or pre-approved sub-contractor. The installation of all accessory equipment is to strictly adhere to the **Cambridge Police Standards for Installation Guide** (See Attachment E). Please include pricing for both the separate purchase of items (as in replacement/spare parts) and pricing that includes installation by the bidder. Even if omitted from this bid, installation is to include all necessary nuts, bolts, wiring, or any other hardware required for equipment to be safely installed and to function properly.

All lights, power supplies, cables, and other accessory equipment should be of heavy duty, waterproof, design. Some manufacturers offer such specific options. These options should be noted and included in the price by the bidder.

The precise placement of every piece of required optional equipment will be determined by a designated Cambridge Police Department representative.

The Cambridge Police Department requires the exact brand name, make, and model of required optional equipment (if indicated) for the following reasons:

- Ensure ease of use by many different people across a large vehicle fleet
- Conform with the appearance and functionality of our current fleet
- Simplify the stocking and installing of spare parts and equipment
- Ensure that any piece of equipment may be easily swapped between any of the Department's current fleet.

Name of Bidder: _____

**Attachment E:
TECHNICAL INSTALLATION SPECIFICATIONS**

Purpose

These standards are adopted for the following reasons:

Safety and Reliability – such as:

Ensure that emergency warning lights and sirens are procured and installed properly. The use of sub-standard parts or shoddy installation practices could result in an increase in the risk of motor vehicle collisions while responding to emergency calls.

Electrical overloads, which could cause damage to equipment and fires in cruisers.

Improperly dressed wiring, which could cause operator or passenger entanglement or broken connections and equipment.

Uniformity – It is much easier to add, maintain, and operate equipment when there is a uniform procedure in place. This also helps in diagnosing electrical supply problems in vehicles. All vehicles will be configured identically unless otherwise specified by the Cambridge Police Department.

All work will be performed in accordance with these standards and subject to acceptance by an authorized representative of the Cambridge Police Department. Any exceptions to these guidelines due to unforeseen circumstances will be addressed through the appointed Cambridge Police Department representative prior to implementation.

Standards

VEHICLES

All vehicles will be Year 2016 BMW R1200RT-P Motorcycle or equal unless otherwise specified.

Name of Bidder: _____

**File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles –
Thursday, September 29, 2016 @ 11:00 AM**

WIRE SPLICING

In no case will quick taps, tap-a-lines, 3M quick connectors, be allowed. These 3M quick connectors should not be confused with butt-splices, which are the proper way of splicing two wires.

Power for all equipment added to the vehicle such as radios, sirens, wigwags, lights, spotlights, laptop computers, modems etc., will be supplied from a fused accessory distribution source unless otherwise specified. **Tapping into random wiring for power sources will not be accepted.**

PRE-DELIVERY

The vehicles will be inspected before acceptance by an authorized representative of the Cambridge Police Department for workmanship, appearance, proper functioning of all equipment and systems conformance to all other requirements of this specification.

Name of Bidder: _____

**File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles –
Thursday, September 29, 2016 @ 11:00 AM**

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

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 proposal

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.

**Name of
Bidder:** _____

**File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles –
Thursday, September 29, 2016 @ 11:00 AM**

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 ye 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: _____

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:

**File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles –
Thursday, September 29, 2016 @ 11:00 AM**

- (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

Name of Bidder: _____

File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles – Thursday, September 29, 2016 @ 11:00 AM

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.

Continued on following page.

Name of Bidder: _____

File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles – Thursday, September 29, 2016 @ 11:00 AM

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.

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>

Name of Bidder: _____

**City of Cambridge
Articles of Agreement
SAMPLE SAMPLE SAMPLE**

Commodity:

File Number:

This agreement is made and entered into this xx/xx/xx by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and **xxxxxxx**, a corporation duly organized and existing under the laws of the **xxxxxx**("the Contractor").

Address:

Telephone:

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

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

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

Contract Value:

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

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

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

Name of

Bidder: _____

File No. 7385- To furnish and deliver Qty. of 3, Year 2016, BMW Motorcycles – Thursday, September 29, 2016 @ 11:00 AM

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.

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

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

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

The City:

The Contractor:

Richard C. Rossi
City Manager

Signature and Title

Amy L. Witts
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

Name of Bidder: _____