FILE NO. 10197 Sale of Surplus Equipment & Vehicles for the City of Cambridge.
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, March 10, 2022.

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<td>FILE #:</td>
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<td>COMMODITY:</td>
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<td>NAME OF BIDDER:</td>
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<td>BIDDER’S FED. ID#:</td>
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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, February 24, 2022 which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Ave., Room 303, Cambridge, MA 02139 by 11:00 a.m. on Thursday, March 10, 2022.

This bid may be downloaded from the City’s web site, [www.cambridgema.gov/departments/purchasing](http://www.cambridgema.gov/departments/purchasing), Current Bid Opportunities, View Invitation for Bids, File No. 10197. Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advance of the due date and time. Late bids will not be accepted.

Sealed general bids will be received at the Purchasing Department, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 or via a locked drop box located at the rear entrance until Thursday, March 10, 2022. @ 11:00 a.m. It is the responsibility of the Bidder to ensure delivery of bid submission prior to deadline to the Purchasing Department.

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

The envelope containing the bid must be labeled: "This envelope contains a bid for File no. 10197 Sale of Surplus Equipment & Vehicles for the City of Cambridge opened at 11:00 a.m. on Thursday, March 10, 2022. The bid and all documents submitted with it are public records. Bids not sent by courier can be dropped off to a locked drop box located at the rear entrance of City Hall. The box will be checked at the scheduled submission deadline.

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 #____________________ FAX #____________________________**

**EMAIL ADDRESS____________________________________________________________**

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

☐ Corporation incorporated in the State of: __________________________________________

☐ Partnership. Names of partners: ________________________________________________

☐ Individual: __________________________________________________________________

**NAME OF BIDDER:____________________________________________________________**
FILE NO. 10197 Sale of Surplus Equipment & Vehicles for the City of Cambridge;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, March 10, 2022.

NAME OF BIDDER:__________________________________________________________

LAW:

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,
sex or 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.

PAYMENT SCHEDULE:

Payment shall be in accordance with milestones specified in the scope of work.
The City shall not prepay for goods or services.

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. The continuation of any
contract into the next fiscal year shall be subject to the appropriation and
availability of funds.

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,
incurred 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.
Contractor’s Insurance Obligations

Contractor must provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the City as an Additional Named Insured in order to protect the interest of the City from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner’s and Contractor’s Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Mass. Ave., Cambridge, MA 02139. Carriers must have an A.M. Best rating of A X or better.

A. Owner’s Protective Liability:
   Each Occurrence $1,000,000
   Aggregate $1,000,000

B. Commercial Liability:
   General Aggregate $2,000,000
   Products Completed Operations Aggregate $1,000,000
   Personal Injury and Advertising Limit $1,000,000
   Each Occurrence $1,000,000

C. Automotive-For all owned, non-owned, hired and leased vehicles:
   Each Occurrence Combined Single Limit of $1,000,000
   Bodily injury - each person $1,000,000
   - each accident $1,000,000
   Property damage-each occurrence $1,000,000

D. Umbrella:
   Combined single limit $2,000,000
   General aggregate $2,000,000

E. WORKER’S COMPENSATION
   Coverage A STATUTORY
   Coverage B Each Accident $1,000,000
   Disease-Policy Limit $1,000,000
   Disease-Each Employee $1,000,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE.

THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.
TO: Elizabeth Unger, Purchasing Agent  
795 Massachusetts Avenue, Room 303  
Cambridge, MA 02139

The undersigned hereby proposes to provide all labor, materials, equipment necessary to provide the Sale of Surplus Equipment & Vehicles for the City of Cambridge for the City of Cambridge all in accordance with the attached specifications and following proposal schedule.

Multiple awards may be made as a result of this invitation to bid. A award will be made to the highest responsive and responsible bidder providing the highest price for each item.

A contract will be awarded within forty-five days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to the 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 & conditions.

The City reserves the right, in its discretion, to extend the life of the contract at any time.

Questions
Questions concerning this Invitation for Bid must be submitted in writing and emailed to: purchasing@cambridgema.gov by 11:00 a.m. on Thursday, March 3, 2022  An addendum will be posted to the Purchasing website notifying all bidders of the questions and answers. It is the responsibility of the bidder to check the website for any addenda. Please check the website for any addenda before submitting your bid.

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

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

The undersigned hereby purposes to purchase Vehicle and/or equipment from the City of Cambridge in accordance with the following terms.

All interested bidders are invited to call John Belcastro at 617-349-4784 to set up an appointment to view any surplus vehicles listed below in the price proposal section.

An award will be made to the highest bidder for each line item. The City reserves the right to reject all bids if the City considers the bids received are unreasonably low.

Upon notification of award, the successful bidder must forward a certified check within ten days made payable to the City of Cambridge for the award. Please mail checks to the following address:

City Hall
Purchasing Department
795 Massachusetts Ave
Cambridge, 02139

The successful bidder must finalize the purchase and remove the item (or items) at the bidder’s own expense within ten working days from the date of the notice of award, excluding Saturdays, Sundays and Holidays. The Vehicle (or Vehicles) & title will be released to the successful bidder. The laboratory equipment will be released to the successful bidder.
FILE NO. 10197 Sale of Surplus Equipment & Vehicles for the City of Cambridge; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, March 10, 2022.

Price Proposal

Multiple awards may be made as a result of this bid. An award for each item will be made to the responsive and responsible bidder offering the highest total price(s) to provide all the tasks described in this bid document. **The total price(s) must remain firm throughout the contract term.** The total price(s) shall include all labor, materials, and expenses. The equipment is being sold “as is” without express warranties and with no implied warranties of merchantability.

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<tr>
<th>Make &amp; Model</th>
<th>Color</th>
<th>Vin Number</th>
<th>Year</th>
<th>Mileage</th>
<th>Conditions</th>
<th>Price Proposal</th>
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Make & Model          | Color | Vin Number | Year | Mileage | Conditions | Price Proposal |
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Total Bid $: ____________________________

2012 Chevy Colorado written words $: ____________________________

Signature of Bidder: ___________________________________________

Name and Title (Printed): _______________________________________

*Currently does not run due to missing Catalytic Converter

NAME OF BIDDER: _______________________________________________
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<th>Conditions</th>
<th>Price Proposal</th>
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<td>Fair electrical issues</td>
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Total Bid $: _______________________________________________________
2007 TOYOTA CAMRY HYBRID written words $: ____________________________
Signature of Bidder: ________________________________________________
Name and Title (Printed) _____________________________________________

Please fill out the following information:

Name of Bidder: ____________________________________________________

Individual/Company name: __________________________________________

Address: __________________________________________________________

City: ____________________________ Zip code: __________________________

Telephone number: ____________________ Cell Phone Number: ______________

Fax number: ______________________ Email Address: ____________________

NAME OF BIDDER: __________________________________________________

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

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

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

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

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

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

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: __________________________

(Print Name of person signing bid)

(Signature & Title)

THIS FORM MUST BE SUBMITTED WITH YOUR BID

NAME OF BIDDER: ______________________________________________________________
CHAPTER 2.112 CITY CONTRACTS,
SECTION 2.112.080
TRUCK SAFETY ORDINANCE

2.112.081 - Short Title.

Sections 2.112.081 to 2.112.089 may be cited as the “Truck Safety Ordinance” of the City of Cambridge.

2.112.082 Declaration of findings and policy – Scope.

The City Council hereby finds that the provisions of these sections are intended to promote the public purpose of effectively protecting Vulnerable Road Users, as defined in Section 2.112.083 below, against the risks associated with sharing the road with Large Vehicles, as defined in Section 2.112.083 below. These sections seek to minimize the potential for injury to Vulnerable Road Users, specifically relating to falling under the sides of or being caught under the wheels of Large Vehicles.

2.112.083 Definitions.

The following words shall for the purposes of these sections, unless the context clearly requires otherwise, have the following meanings:

A. “City” shall mean the City of Cambridge.

B. “City Solicitor” shall mean the city solicitor for the City of Cambridge.

C. “City Vendor” shall mean any individual, firm, business, consultant, contractor, or supplier of goods and/or services to the City of Cambridge, or any subcontractors, employees or agents thereof.

D. “Contract” shall mean any contract executed between the City and a City Vendor for $10,000 or more for goods, services, design or construction.

E. “DPW Commissioner” shall mean the Commissioner of the Department of Public Works or his or her designee.

F. “Large Vehicle” shall mean any Class 3 or above motor vehicle, trailer, semi-trailer or semi-trailer unit, with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, and are able to travel at speeds more than 15 miles per hour.

G. “Purchasing Agent” shall mean the purchasing agent for the City of Cambridge.
H. “TPT Director” shall mean the Director of the Traffic, Parking & Transportation Department or his or her designee.

I. “Vulnerable Road User” shall mean (a) a pedestrian, including but not limited to those persons actually engaged in work upon a way, or in work upon utility facilities along a way, or engaged in the provision of emergency services within the way, or (b) a person operating a bicycle, handcycle, tricycle, skateboard, roller skates, in-line skates, moped, other non-motorized or electric personal mobility or recreational device other than an automobile or motorcycle, wheelchair, personal assistive mobility device, horse-drawn carriage, motorized bicycle, motorized scooter, farm tractor, agricultural trailer, or similar vehicle designed primarily for farm use, or other motorized vehicle which has a maximum speed of less than 20 miles per hour, or (c) a person riding an animal.

2.112.084 Applicability.

A. These sections shall apply to every Large Vehicle used by a City Vendor while under a City Contract, except as provided in Section C below.

B. The City, through its Purchasing Department, shall require that all City Contracts with City Vendors for supplies, services, design and/or construction in the amount of $10,000 a year or more shall include a provision requiring compliance with these sections and all associated rules and regulations promulgated hereunder.

C. The provisions of these sections shall not apply to:

1. A motor vehicle which has a maximum speed not exceeding fifteen (15) mph;

2. A fire apparatus;

3. An emergency medical vehicle;

4. A vehicle which is being driven or towed to a place whereby previous arrangement has been scheduled to install any safety requirements for large vehicles such that it complies with these sections;

5. Vehicles used by City Vendors solely for the purpose of snow clearance or removal;

6. Vehicles used by City Vendors solely for the purpose of street sweeping;

7. Vehicles used by City Vendors solely for the purpose of street paving.

2.112.085 Requirements for Large Vehicles.

A. All Large Vehicles subject to the provisions of these sections shall be equipped with convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles in a manner consistent with these sections.
B. The DPW Commissioner and the TPT Director shall have the authority to promulgate regulations to accomplish any of the provisions of these sections, including but not limited to required specifications for convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles.

C. As future technical innovations to improve safety for Vulnerable Road Users become available, the DPW Commissioner and the TPT Director may research and test such technical innovations, and update any rules and regulations promulgated hereunder consistent with such research and tests.

2.112.086 Enforcement.

Any violation of any provision of these sections by a City Vendor shall constitute a breach of the subject contract the City Vendor has with the City and will be considered a default under such contract with the City, and shall subject the City Vendor to any and all penalties contained in such contract. Any violations of these sections shall be reported to the Purchasing Agent and the City Solicitor.

2.112.087 Waiver.

A. If the Purchasing Agent believes that extenuating circumstances exist which would prevent any City Vendor(s) from complying with the provisions of these sections, the Purchasing Agent, upon the recommendation of both the DPW Commissioner and the TPT Director, may approve a waiver of some or all of the requirements of these sections prior to issuing an invitation for bids for any procurement contract.

B. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist which would prevent a City Vendor from complying with the provisions of these sections for a specific delivery or operation, the DPW Commissioner and TPT Director may approve a limited waiver of the requirements of these sections for the specific delivery or operation not to exceed one month.

C. Waivers will be issued in a form and manner consistent with the provisions of these sections and the rules and regulations promulgated hereunder.
2.112.088 Conformity with Existing State and Federal Law and Severability

These sections shall be implemented in conformity with all applicable provisions of federal, state and local laws, and the provisions of these sections are severable; if any provision, or portion thereof, should be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

2.112.089 Effective Date

The effective date of these sections shall be six months from enactment.

In City Council November 9, 2020. Ordained by a yea and nay vote:- Yeas 9; Nays 0; Absent 0.
Attest:- Anthony I. Wilson, City Clerk
A true copy;

ATTEST:-
Anthony I. Wilson
City Clerk
City of Cambridge
Truck Safety Ordinance Regulations

The City of Cambridge Commissioner for Public Works (the “DPW Commissioner”) and the City of Cambridge Director of Traffic, Parking and Transportation (the “TPT Director”) hereby adopt the following Truck Safety Ordinance Regulations pursuant to the Truck Safety Ordinance, Chapter 2.112, Section 2.112.080 of the Cambridge Municipal Code (“Truck Safety Ordinance” or “Ordinance”). The provisions of the Truck Safety Ordinance, including but not limited to the definitions contained in the Ordinance, shall apply to these regulations. Additionally, for purposes of these Regulations a “Side Under-Ride Guard” shall mean a piece of equipment that is installed on a Large Vehicle between the front and rear wheels to help prevent injuries to Vulnerable Road Users, and particularly to protect against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle.

1. All Large Vehicles subject to the provisions of the Truck Safety Ordinance shall be equipped with convex mirrors, cross-over mirrors, decals, and Side Under-Ride Guards affixed to the sides of Large Vehicles in a manner consistent with the specifications detailed in Section 2 below.

2. The following technical specifications shall be met in order for equipment to meet the provisions of the Truck Safety Ordinance for Side Under-Ride Guards, convex mirrors, convex cross-over mirrors, and safety decals.

2.1 Side Under-Ride Guards

(a) Equipping Large Vehicles with Side Under-Ride Guards

Large Vehicles must be constructed or equipped in such a way as to offer, throughout their length, effective protection to Vulnerable Road Users against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle. This requirement may be considered satisfied:

1) if the Large Vehicle is equipped with Side Under-Ride Guards in accordance with the requirements of Section 2.1(b) and depicted in diagram (1) below, or if

2) the Large Vehicle is designed and/or equipped such that by virtue of its shape and characteristics, its component parts can be incorporated and/or regarded as a replacement for the Side Under-Ride Guards, but the component parts’ combined functions must satisfy the requirements set out in Section 2.1(b) and diagram (1) below.
(b) Technical Specifications

Side Under-Ride Guards may use horizontal rails or a continuous flat surface that meets the following requirements:

1) The lower edge of Side Under-Ride Guards shall at no point be more than twenty-one and one-half (21.5”) inches above the ground. It is preferred that the lower edge be no more than thirteen and eight tenths (13.8”) inches above the ground.

2) The upper edge of Side Under-Ride Guards shall be no more than fourteen (14”) inches below the structure of the vehicle as shown in the top schematic in diagram (1), which on a vertical plane must be tangential to the outer surface of the tires, as shown in the middle schematic in diagram (1).

3) The rear and forward edges of Side Under-Ride Guards shall not be more than twelve (12”) inches from the tire on the wheel immediately adjacent to the Side Under-Ride Guards, as shown in the middle schematic in diagram (1).

4) Every Side Under-Ride Guard shall be essentially rigid and securely mounted and shall not be subject to loosening due to vibration in normal use of the vehicle. Side Under-Ride Guards shall be capable of withstanding a force of 440 pounds applied perpendicularly to any part of its surface by the center of a ram the circular face of which is not more than eight and one half (8.5”) inches in diameter.

5) No part of a Side Under-Ride Guard shall be subject to deflection by more than six (6”) inches by the ram referenced above, as shown in the bottom schematic in diagram (1), and

6) No part of a Side Under-Ride Guard which is less than ten (10”) inches from its rear edge shall be subject to deflection by more than one and one quarter (1.25”) inches from the ram referenced above, as shown in the bottom schematic in diagram (1).
2.2 Convex Mirrors

Large Vehicles must be equipped with convex mirrors to enable the operator of the Large Vehicle to see all points on an imaginary horizontal line which is three (3') feet above the road, starting from five (5') feet directly behind the placement of the convex mirror, and which view extends rearward beyond the full length of such large vehicle on both the left and right sides of the Large Vehicle.

2.3 Cross-Over Mirrors

Large Vehicles must be equipped with a convex cross-over mirror on the front of the vehicle to enable the operator of the Large Vehicle to see any person or object at least three (3') feet tall passing in front of the vehicle.

2.4 Safety Decals

Large Vehicles must be equipped with a minimum of two (2) safety decals on the rear of the Large Vehicle, two (2) safety decals on the left side of the Large Vehicle, and two (2) safety decals on the right side of the Large
Vehicle, that warn Vulnerable Road Users of blind spots, with the following requirements:

(a) Decals must be “safety yellow” in color.
(b) Decals must include language or images warning of the blind spot locations on the vehicle.
(c) Decals on the sides of Large Vehicle must be placed on or within one (1’) foot of the Side Under-Ride Guards.

3. Compliance

3.1 All Large Vehicles subject to the Ordinance and these Regulations shall comply with these Regulations and the City of Boston Code of Ordinances, Chapter 4, Section 4-8, and shall have all convex mirrors, cross-over mirrors, Side Under-Ride Guards, and decals inspected and approved by the City of Boston Inspectional Services Department. Upon successful completion of the inspection and approval by the City of Boston, all Large Vehicles shall be affixed with the City of Boston Inspectional Services Department’s compliance certification sticker (“Sticker”).

3.2 A fee to cover the costs associated with the City of Boston’s inspection and Sticker shall be determined by the City of Boston Commissioner of the Inspectional Services Department and paid by the applicant / owner of the Large Vehicle.

3.3 Certification and receipt of the City of Boston Sticker must occur prior to any delivery of supplies, services, design and /or construction within the City of Cambridge by any Large Vehicle subject to the requirements of the Ordinance and these Regulations.

3.4 Any Large Vehicle that already has a current City of Boston Sticker does not need to submit to further inspection by the City of Boston Inspectional Services Department until two years has passed since its original certification, unless the convex mirrors, cross-over mirrors, Side Under-Ride Guards, or decals have been damaged, worn, removed, replaced or modified in any way since the last inspection.

3.5 Large Vehicles must display their Sticker, which shall denote the year of inspection. Inspections and Stickers must be updated biennially.

By:______________________________  Date:_____________________
Owen O’Riordan
Commissioner of Public Works

By:______________________________  Date:  July 1, 2021
Joseph Barr
Director of Traffic, Parking and Transportation

NAME OF BIDDER: _______________________________
This agreement is made and entered into this ____________, by and between the City of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and ____________, existing under the laws of the State of ____________ ("the Contractor").

Address:
Telephone, Fax, E-mail:

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

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

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

**Contract Value:** $

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

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

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

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.
FILE NO. 10197 Sale of Surplus Equipment & Vehicles for the City of Cambridge; 
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, March 10, 2022.

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. Vendor agrees that it shall comply with the Truck Safety Ordinance, contained in Section 2.112.080, et seq., of the Cambridge Municipal Code, and all associated rules and regulations promulgated thereunder, if this contract is for an amount equal to or in excess of $10,000 per year.

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, gender identity, 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.

Article XII. Electronic Signatures. This Contract and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such amendment for all purposes.

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:

City Manager ____________________________ Signature and Title ____________________________

Purchasing Agent

Approved as to Form:

City Solicitor

NAME OF BIDDER: ______________________________________________________________