FILE NO. 10309 Sale of Used Vehicles for the Cambridge Police Department; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 19, 2022.

INVITATION FOR BID

FILE #: 10309
COMMODITY: SALE OF USED VEHICLES FOR THE CAMBRIDGE POLICE DEPARTMENT
NAME OF BIDDER:__________________________________________________________

TO: Elizabeth Unger, Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139
PH: 617-349-4310

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, May 5, 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, May 19, 2022.

This bid may be downloaded from the City’s web site, www.cambridgema.gov/departments/purchasing, Current Bid Opportunities, View Invitation for Bids, File No. 10309. 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, May 19, 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. 10309 Sale of Used Vehicles for the Cambridge Police Department opened at 11:00 a.m. on Thursday, May 19, 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. 10309 Sale of Used Vehicles for the Cambridge Police Department; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 19, 2022.

<table>
<thead>
<tr>
<th>LAWS:</th>
<th>GENERAL TERMS AND CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.</td>
</tr>
</tbody>
</table>

| 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. |

| 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, 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: | __________________________________________________________ |

2
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 for the Sale of Used Vehicles for the Cambridge Police Department 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 contract will be awarded to the highest responsive and responsible bidder providing the highest offer for each item as a result of this Invitation for Bid.

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.

Living Wage Requirements
The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge’s Living Wage as of March 1, 2022 is $17.19 per hour. The Living Wage Requirements are attached.

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.

Questions
Questions concerning this Invitation for Bid must be submitted in writing and emailed to: purchasing@cambridgema.gov by 11:00 a.m. on Wednesday, May 11, 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.
FILE NO. 10309 Sale of Used Vehicles for the Cambridge Police Department;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 19, 2022.

Scope of Services

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

All interested bidders are invited to call Robert Cooper at 617-349-3399 or email at PDVehicleMaintenance@cambridgepolice.org to set up an appointment to view the Vehicle listed below in the price proposal section. Vehicles will be available for viewing on 05/09/2022 between 9:00 AM - 12:00 PM or 05/16/2022 between 2:00 PM - 5:00 PM.

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

Upon notification of award, the successful bidder must forward a certified check within ten business 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 subsequently be released to the successful bidder

Please see attached tables for detailed vehicle make/model and specifications. A bidder may bid on any or all of the listed vehicles. Individual awards will be based on highest acceptable bid per item.

POLICE DEPT VEHICLES LIST

<table>
<thead>
<tr>
<th>Item</th>
<th>Make</th>
<th>Model</th>
<th>Model Year</th>
<th>Color</th>
<th>Mileage</th>
<th>VIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ford</td>
<td>Fusion Hybrid</td>
<td>2010</td>
<td>Black</td>
<td>115,676</td>
<td>3FADPOL30AR309056</td>
</tr>
<tr>
<td>2</td>
<td>Toyota</td>
<td>Highlander</td>
<td>2007</td>
<td>Blue</td>
<td>131,827</td>
<td>JTEEP21A870196831</td>
</tr>
<tr>
<td>3</td>
<td>Toyota</td>
<td>Camry Hybrid</td>
<td>2007</td>
<td>Gold</td>
<td>58,463</td>
<td>4T1BB46K98U053394</td>
</tr>
<tr>
<td>4</td>
<td>Toyota</td>
<td>Camry Hybrid</td>
<td>2007</td>
<td>Charcoal</td>
<td>102,932</td>
<td>4T1BB46K38U053360</td>
</tr>
<tr>
<td>5</td>
<td>Toyota</td>
<td>Camry Hybrid</td>
<td>2007</td>
<td>Black</td>
<td>83,218</td>
<td>4T1BB46K88U05399</td>
</tr>
<tr>
<td>6</td>
<td>Toyota</td>
<td>Camry Hybrid</td>
<td>2008</td>
<td>Blue</td>
<td>55,006</td>
<td>4T1BB46K89U084086</td>
</tr>
</tbody>
</table>

NAME OF BIDDER: ____________________________________________________________
Price Proposal
The Vehicle(s) are being sold "as is" without express warranties and with no implied warranties of merchantability. All prices are to remain firm. An award will be made to each bidder offering the highest acceptable price for each item.

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<th>Model Year</th>
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<th>Mileage</th>
<th>Price</th>
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<td>Blue</td>
<td>55,006</td>
<td>$______________</td>
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</table>

Signature of bidder

Name and Title (Printed)
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: ____________________________________________________________
FILE NO. 10309 Sale of Used Vehicles for the Cambridge Police Department;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 19, 2022.

City of Cambridge
Articles of Agreement

Commodity:
File Number:

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

Address:
Telephone, Fax, E-mail:

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

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

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

Contract Value: $

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal.

Contractor shall invoice department to which it provided the service, not the Purchasing Department.

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

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

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

NAME OF BIDDER: ____________________________________________
FILE NO. 10309 Sale of Used Vehicles for the Cambridge Police Department; SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 19, 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 ___%___ 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: ________________________________

City Manager __________________________

Purchasing Agent ________________________

Approved as to Form:

_______________________________________

City Solicitor

NAME OF BIDDER: ___________________________________________________________