

**SOLICITATION FOR:  
IFB #19-47 Water & Sewer Fleet Vehicles FY19**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 12/12/2018  
**QUESTIONS DUE:** 12/19/2018 by 12PM EST  
**DUE DATE AND TIME:** 12/27/2018 by 1:00 PM EST

Anticipated Contract Award	1/01/2019
Est. Contract Commencement Date	1/01/2019
Est. Contract Completion Date	06/30/2019
Est. Renewal Years (If Applicable)	Not Applicable

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn:** Prajkta Waditwar  
Construction Procurement Manager  
pwaditwar@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**

**Enclosed You Will Find a Request for Bid For:**

IFB#19-47 Water & Sewer Fleet Vehicles FY19

**SECTION 1.0**

**GENERAL INFORMATION ON BID PROCESS**

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Purchasing Department on and after **12/12/2018** per the below-noted City Hall hours of operation.

<b>Hall Hours of Operation:</b>	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to <b>7:30</b> p.m.
Friday	8:30 a.m. to <b>12:30</b> p.m.

<b>All Responses Must be Sealed and Delivered To:</b>
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the bid arrives on time at the designated place. Late bids will not be considered and will be rejected and returned.</i>
<b>Bid Format:</b>
Submit one, original (1) sealed bid package; it must be marked with the solicitation title and number.
In an effort to reduce waste, <b>please DO NOT USE 3-RING BINDERS.</b>
Responses must be sealed and marked with the solicitation title and number.
All bids must include all forms listed in the Bidders Checklist (and all documents included or referenced in <b>Sections 2.0 - 4.0</b> ). <b>If all required documents are not present, the bid may be deemed non-responsive and may result in disqualification of the bid unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.</b>
A complete bid must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the bid is firm for ninety (90) days. <b>An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.</b>
The Offeror's authorized official(s) must sign all required bid forms.
The Price Form in <b>Section 4.0</b> must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.

## 1.2 Bid Schedule

<b>Key dates for this Invitation for Bids:</b>	
IFB Issued	12/12/2018
Deadline for Submitting Questions to IFB	12/19/2018 <b>by 12PM EST</b>
Bids Due	12/27/2018 <b>by 1:00 PM EST</b>
Anticipated Contract Award	01/01/2019
Est. Contract Commencement Date	01/01/2019
Est. Contract Completion Date	06/30/2019

<p><b>Responses must be delivered by 12/27/2018 by 1:00 PM EST to:</b></p>	<p>City of Somerville  Purchasing Department  Attn: Prajkta Waditwar  93 Highland Avenue  Somerville, MA 02143</p>
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## 1.3 Submission Instructions

Please submit *one sealed bid package* with the following contents and marked in the following manner:

<b>Contents of Sealed Bid Package</b>	<b>Marked As</b>
<p><b>Envelope 1: Sealed Bid:</b> Shall include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]</p>	<p><b>To Be Marked:</b> IFB#19-47 Water &amp; Sewer Fleet Vehicles FY19</p>
<p><b>Please send the complete sealed package to the attention of :</b></p>	<p>Prajakta Waditwar  Construction Procurement Manager  Purchasing Department  Somerville City Hall  93 Highland Avenue  Somerville, MA 02143</p>

## Bid Format

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs). **In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.**

*Elaborate format and binding are neither necessary nor desirable.* All bids will clearly identify the Offeror's name, solicitation number, and formal solicitation title.

**Cover Letter**

Submit a cover letter that includes the official name of the firm submitting the bid, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the bidder contractually and contain a statement that the bid is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

**Qualifications & Experience**

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2), or set of basic business standards, must be submitted with bid.

**References**

The Offeror shall list at least three relevant references, which the City may contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

**1.4 Questions**

<p><b>Questions are due: 12/19/2018 by 12PM EST</b></p> <p><b>Questions concerning this solicitation must be delivered in writing to:</b></p> <p style="text-align: center;"><b>Prajakta Waditwar</b>  Construction Procurement Manager  Somerville City Hall  Purchasing Department  93 Highland Avenue  Somerville, MA 02143</p> <p style="text-align: center;"><b>Or emailed to:</b>  pwaditwar@somervillema.gov</p> <p><b>Or faxed to:</b></p> <p style="text-align: center;">617-625-1344</p>
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Answers will be sent via an addendum to all Offerors who have registered as bid holders. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City’s website for any updates, addenda, etc. regarding that specific solicitation. The web address is:

<http://www.somervillema.gov/departments/finance/purchasing/bids>.

**If any bidders contact City personnel outside of the Purchasing Department regarding this bid, that bidder may be disqualified.**

## 1.5 General Terms

### Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These quantities are estimates only and are not guaranteed. The City may opt to purchase additional or fewer quantities than those reflected in this bid package.

### Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

### Time for Bid Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

### Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. \*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

### Unforeseen Office Closure

If, at the time of the scheduled bid opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid due date will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

### Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

**Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

**Right to Cancel/Reject Bids**

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

**Unbalanced Bids**

The City reserves the right to reject unbalanced, front-loaded, and conditional bids.

**Brand Name "or Equal"**

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

**Electronic Funds Transfer (EFT)**

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor's name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror's representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Offeror's account number; Type of account, i.e., checking or saving.

**IFB#19-47**  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**SPECIFICATIONS/SCOPE OF SERVICES**

**Rule For Award**

Contracts will be awarded to the responsive and responsible bidder(s) offering the lowest total price for each item (i.e. vehicle category). The pricing provided for each item will include the Quantity, Unit Price, Warranty Price and the Trade-in Allowance if applicable, resulting in the Total Price of per item.

The quantities are estimates only and are not guaranteed. The City may opt to purchase additional or fewer quantities than those reflected in this bid package.

If the City opts to purchase more than the estimated quantities in each category, the Unit Price for each vehicle type plus the Warranty cost per vehicle will determine the price of additional purchases.

The minimum warranty specification which includes the standard and extended warranties as listed for each vehicle type has been created primarily to make this bid competitive and fair. The City may choose to add on more coverage and warranties beyond the minimum after an award have been made.

The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder.

**Background**

The City of Somerville is requesting bids for FLEET vehicles for the Water & Sewer department.

**Scope of Work / Specifications / Requirements**

The City of Somerville requires the following vehicles for the City departments:

<b>Item</b>	<b>Description</b>	<b>Quantity</b>
1	F-350 Utility (W-1) Refer <b>Exhibit A</b>	1
2	FORD Super Duty F-150 (W-10) Refer <b>Exhibit B</b>	1
3	FORD Super Duty F-550 (W-4) Refer <b>Exhibit C</b>	1
4	FORD Transit Connect Cargo Vans (W-7) Refer <b>Exhibit D</b>	1
5	MACK 6 Wheeler (W-32) Refer <b>Exhibit E</b>	1

# EXHIBIT A

**DESCRIPTION: F-350 Utility (W-1)**

**DEPARTMENT:** Water & Sewer

**DETAILS:** (1) 2019 or Newer - Ford Super Duty F-350 Extended Cab SRW 4WD Regular Cab W/ 8ft Utility Body 158" STX

**EMISSIONS:** 50 STATE EMISSIONS

**ENGINE:** 6.2L EFI V8 FLEX-FUEL ENGINE

**TRANSMISSION – AUTOMATIC:** TORQSHIFT 10-SPEED SELECTSHIFT AUTOMATIC TRANSMISSION W/OD - Tow/Haul Mode, MANUAL TRANSFER CASE & HUBS (STD)

**TIRES:** (5) LT245/75R 17 E ALL-SEASON BSW TIRES (Full Size Spare must have TPMS Installed)

**PRIMARY PAINT:** GEM GREEN W-6 PAINT SCHEME.

Factory Paint is preferred but not required (provided the City of Somerville DPW fleet color is not available as an option from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of "Gem Green or Forest Green, (Metallic Paint)" Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections.

Dealership must perform a comprehensive inspection of work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Rusting, Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any layers of paint. Vehicle must be transported by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.

**AIR CONDITIONING TRIM & ADDITIONAL EQUIPMENT:**

STX DÉCOR PACKAGE

Front & Rear Chrome Bumpers

WHEEL WELL LINERS.

SNOW PLOW PREP PKG pre-selected springs

HD ALTERNATOR

TRAILER BRAKE CONTROLLER: intended for use only w/trailers having electric brakes

SWITCHES: (6) UPFITTER INTEGRAL SWITCHES

LineX "Spray in" bed liner

Factory installed running boards (aftermarket not acceptable)

Factory or Dealer installed Molded Mud Guards

Factory or Dealer installed Window Vent Shades (Window Deflectors).

**RADIO:** Minimum of AM/FM stereo -Inc: digital clock, (2) speakers WITH STEERING WHEEL MOUNTED AUDIO CONTROLS. (Upgrade to Sync required.)

**PWR EQUIPMENT GROUP** -Inc: accessory delay, power door locks, remote keyless entry, Perimeter anti-theft alarm, power windows w/driver side on e-touch down. Power telescoping Trailer tow mirrors w/power heated glass, heated convex spotter mirror, integrated clearance Lights & turn signals & two-way fold, door trim panel upgrade. Rear Window Defroster.



**EXTERIOR:**

Full-size spare (With TPMS)  
Front fender vents  
Box-rail & tailgate top-edge moldings  
Dual beam Jewel-effect headlamps  
Pickup box/cargo lights  
Under hood service light  
Power telescoping trailer low mirrors w/manual glass  
Solar tinted glass  
Flip out rear quarter windows  
Interval windshield wipers  
Dual rear access doors  
Front/rear license plate brackets  
Black door handles

**INTERIOR:**

HD Lt Gray leather or vinyl 40/20/40 split bench seat - center armrest, cup holder, Black vinyl full-floor covering  
Color-keyed scuff plates  
Tilt/telescoping steering column  
Multi-function switch message center -Inc: ice blue lighting, 3-button message control  
Oil minder system  
(4) Air registers w/positive shut-off  
(2) Aux power outlets in instrument panel  
Color -keyed molded door trim panel-inc• hard armrest, grab handle, reflector  
Overhead console Inc: storage bins for garage door opener & sunglasses  
Color -keyed cloth headliner  
Front passenger Side roof ride handle  
Driver & front passenger grab handles  
Dual color-keyed vinyl sun visors-inc: driver -side pocket, passenger-side mirror insert  
Front door operated dome lamp w/time delay off & IP switch  
Front map lamps  
Dual color-keyed coat hooks

**MECHANICAL:**

4-wheel drive  
HD alternator  
Trailer tow package- including 7 -wire harness w/relays. 7/4 pin combination connector  
12.5K trailer hitch receiver -Inc 2" hitch  
(2) Front tow hooks  
Mono-beam front axle w/coil spring suspension  
HD gas shock absorbers  
Front stabilizer bar  
Power steering w/steering damper  
2-ton mechanical jack

**SAFETY:**

Power 4-wheel disc anti-lock braking system (ABS)  
Advance Trac w/ roll stability control (RSC)  
Hill start assist control

Trailer sway control  
Safety Canopy system  
Driver & front passenger side air bags w/passenger-side deactivation switch  
Driver & front passenger side air bag/curtain  
SOS post-crash alert system  
Color -keyed safety belts w/front seat out board height adjustable D rings  
Front center seat integrated restraints (SI R)  
Belt Minder seatbelt-no t-buckled chime & flashing warning light  
Tire pressure monitoring system  
MyKey system - top speed limiter, audio volume limiter, early low fuel warning,  
Programmable sound chimes, Belt Minder with audio mute

**MINIMUM WARRANTY REQUIREMENT:**

**Bidders are required to include the total cost of the above mentioned extended warranty in their bid submission. The standard warranty package as noted on the price form shall be included in the base price.**

**TRUCK EQUIPMENT**

**Utility Body:**

Heavy duty 8' Utility body

**Manufacturer:** KNAPHEIDE Model: 696J1

**Specifications: Body Shell:** 14 Ga two sided, A40 galvalneal steel. Compartment tops and back to be one piece seamless design. All doors, door openings, drip rails and other exposed steel edges to be hemmed for strength, safety and resistance to corrosion.

**Floor:** Minimum 3/16" thick tread plate floors with 1 3/8" return flange on each side. Side Compartment back panel overlaps and interlocks with floor flange, providing support for weight For side compartment.

**Understructure:** 3/16" - 8" C channel cross sills

**Tailgate:** 14 Ga two sided, A40 galvalneal steel construction, slam lock style action

**Doors:** 20 Ga two sided, A40 galvalneal steel door panels with hat section reinforcements. Front Vertical doors are to be of the overlapping design. Hinges: Corrosion resistant all stainless steel continuous hinge to provide full length support for the doors and pry proof security with a built in weather shield. Hinge support to be spot-welded to the doorframe supported with a five-year warranty.

**Rotary Latches:** Stainless steel Revit less rotary latches. Rotary latch to be slam-latchable. Latching cam to be elongated to allow the latch to move vertically to the locking strike to prevent torsion damage.

**Door Strikers:** Adjustable striker affixed to doorframe with screws (welded door strikers not acceptable)

**Door Seal:** Automotive bulb type neoprene door seals to be installed by the manufacturer of the body on all doorframes.

**Door Retainers:** Double spring over center door retainers on all vertical doors, retains door in positive open or closed position. (Other type of retainers are not acceptable. I.e. cables and chains)

**Shelving:** 18 Ga bright spangled galvanized shelves with hemmed dividers with dividers 4” on center. Minimum 250 Lb capacity rating. (2) Shelves in each of the full verticals and (1) in each horizontal.

**Exterior paint:** Body is to be completely immersed in electrodeposition gray epoxy primer paint. Featuring a zinc phosphate pre coat and sealer for additional corrosion protection. Prime paint is to be oven cured to provide a hard durable finish. Finish coat shall be painted to match the finish of the vehicle.

**Undercoating:** Body is to be completely undercoated by the manufacturer of the body using minimum 6 mils of petroleum base or equal material.

**Warranty:** The following items to be covered by minimum five-(5) year limited to first owner/user of record. No rust thru guarantee.

**Continuous Door Hinge:**

Guaranteed not to fail to operate or come off product

**Latches and Lock cylinders:** Unconditional guarantee against failure Shelves – Guarantee not to fail in bending under maximum 250 lb. rated load

**Bumper:** Heavy-duty tread plate rear bumper.

**Body Lighting:** Stop/turn/tail, backup and Whelan led flashers are to be recessed in the rear of body. Stop, turn and tail lights to be clear back style. Side LED marker lights to be recessed in body drip rail for protection. Whelan Vertex lights in front hideaways.

Spray liner: Linex Spray on liner in the cargo area, compartment tops, tailgate and bumper.

**Towing:** Frame mounted class IV receiver with a slide in 2” combo and a 7 prong RV light plug.

**Knapheide Ladder rack:** Ladder rack of tubular design, to extend over the cab of the vehicle.

**LIGHTING:**

Front: (2) WHELEN Vertex Clear LED hideaways. (2) WHELEN Vertex Amber LED hideaways.

Rear of vehicle: (2) WHELEN Vertex Clear LED hideaways & (2) Vertex Red LED hideaways.

Roof mounted Liberty light bar with amber LED flashers.

(1) Hard Wired remote control Go-Light. (Center roof mounted in front of the light bar) Spot light (Housing color must be Black.)

**SPECIAL REQUIREMENTS & DISCLAIMERS**

All Vehicles and Equipment must have an INTEGRATED REAR VIEW CAMERA SYSTEM

Bidders must list all available extended warranty options and pricing.

Vendor must provide at least 4 complete sets of keys & Key Fobs (If equipped) for every Vehicle and or piece of equipment delivered to the City. This includes any aftermarket Locking accessories (IE: Tool Boxes, etc..)

Vehicle up-fitting, installation of aftermarket accessories or modifications must first be approved by the City of Somerville. Said work shall only be completed by an authorized factory dealer for specified equipment. Unless otherwise specified, it is recommended you use the factory authorized vendor "J.C. Madigan."

The City may reject bids from vendors that are not acceptable (in the city's opinion / best interest) or vendors that are not located within a reasonable travelling distance of our facility.

The City may require onsite service or flatbed towing to and from the vendors location (at the vendors expense) for any defects, repairs, service during the warranty period.

Factory authorized / Awarded Vendor must provide safety, operation and maintenance training within 2 weeks of delivery at the City of Somerville's desired location.

Vendor must also include (at time of delivery) all manufacturers' operator manuals, service manuals, (including but not limited to wiring diagrams and schematics for all aftermarket equipment and or custom fabrications. Vendor may also be required to provide Diagnostic Software, Hardware, Cables, Links, Support and any pay for any required Subscriptions that may be associated with diagnostic equipment. Any and all fees' are to be paid directly to the vendor or vendors for a minimum of 12 months from date of delivery.

All electrical wiring shall be continuous with no splices to insure a reliable installation.

The wiring and connections will also be weather resistant and neatly tied in place to protect them from abrasion, corrosion and other damage.

All warning / emergency lighting shall be on separate circuit breakers supplied by wiring capable of handling at least 125% of the total load that each unit will draw.

A pre-build meeting may be required at the City of Somerville facility or at the up-fitters installation facility to determine location and installation of specific items such as accessories, tools, switches, handles, implements, etc.

Entire assembly shall be fully operational when delivered to the city. Any item not specifically mentioned but necessary for a complete assembly shall be included.

Factory Paint (FORD GEM GREEN W-6 PAINT SCHEME) is preferred but not required (provided the City of Somerville DPW fleet color is not available from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of "Gem Green or Forest Green, (Metallic Paint)" Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections.

Vendor / Dealership must perform a comprehensive inspection of any aftermarket work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any layers of paint. Vehicle must be transported by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.

# EXHIBIT B

**DESCRIPTION:** FORD Super Duty F-150 (W-10)

**DEPARTMENT** – Water & Sewer

**DETAILS:** 2019 or Newer - Ford F-150 SRW 4WD Super Cab 6.5ft Box STX

**EMISSIONS:** 50 STATE EMISSIONS

Ford F150 STX Super Cab, 6.5' Box, 3.5L V6 EcoBoost® Engine, 10 Speed Automatic Electronic Transmission w/Tow/Haul Mode, 4X4, 3.73 Electronic Locking Axle Ratio.

**ENGINE:** 3.5L V6 Eco Boost® Engine

**TRANSMISSION – AUTOMATIC:** 10 Speed Automatic Electronic Transmission w/Tow/Haul Mode, 4X4, 3.73 Electronic Locking Axle Ratio

**PRIMARY PAINT:** GEM GREEN W-6 PAINT SCHEME.

Factory Paint is preferred but not required (provided the City of Somerville DPW fleet color is not available as an option from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of “Gem Green or Forest Green, (Metallic Paint)”

Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections.

Dealership must perform a comprehensive inspection of work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Rusting, Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any layers of paint. Vehicle must be transported by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.

## **Options and Additional Equipment: Equipment**

Heavy Duty Payload Package Max  
Trailer Tow Package

## **Power Equipment Group Equipment**

**(Factory Equipment only unless otherwise noted)**

Spray In Bed liner (Factory or LineX)  
Power Sliding Rear window with Privacy Tint and Defroster,  
Running Boards,  
Box Side Steps,  
Remote Start System,  
Fog Lamps,  
LED Side Mirror Spotlights,  
Pickup Box LED Lighting,  
Dual Power Glass/Manual Folding Mirrors  
Side Window Deflectors (Vent Shades)  
Heavy Duty Payload Pkg  
18" Silver Aluminum Heavy Duty Wheels LT275/65R18C OWL All Terrain Tires  
(Include: (4) Full Size Matching Spare Tires and Rims Mounted with TPMS Sensors)

**Interior:**

Standard Equipment Plus:

Color: Medium Earth Gray

Black Vinyl Flooring

Integrated Trailer Brake Controller

110v/400w Inverter Outlet

Rear View Camera System

AM/FM Radio

(Vinyl or Leather Seats Preferred) Cloth Bucket Seats w/Center Console & Power Driver W/ Lumbar Accessories

**Safety:**

Airbags Front, Driver and passenger

Airbags Front, Driver and passenger Seat Mounted Side Airbags

Safety Canopy side curtains

Safety belts: Active Restraint System (ARS), three point manual lap/shoulder belts with height adjusters, pretensioners and energy management retractors on outside front positions

Four-wheel Antilock Brakes

Keyless Entry System

SecuriLock passive antitheft system

SecuriCode™ keyless entry keypad, driver's side.

SOS PostCrash Alert System™

**AIR CONDITIONING**

**SWITCHES:** (6) UPFITTER INTEGRAL SWITCHES (If available)

**OTHER:**

Factory Spray in Bed Liner (LineX acceptable)

Factory or Dealer installed running boards & Box Side Steps

Factory or Dealer installed Molded Mud Guards

Factory or Dealer installed Window Vent Shades (Window Deflectors).

**MECHANICAL:**

4-wheel drive

HD alternator

Trailer tow package- including 7 -wire harness w/relays. 7/4 pin combination connector

12.5K trailer hitch receiver -Inc 2" hitch

6.5' pickup box- inc: (4) tie-down hooks, partitionable & stackable storage

(2) Front tow hooks

2-ton mechanical jack

**MINIMUM WARRANTY REQUIREMENT:**

Basic: 3 Years/36,000 Miles

Drivetrain: Gas Engine: 5 Years/60,000 Miles

Corrosion: 5 Years/Unlimited Miles

Emissions: 5 Years/ 50,000 Miles

**8YR - 75K - Premium Care Extended Warranty.**

**Bidders are required to include the total cost of the above mentioned extended warranty in their bid submission. The standard warranty package as noted on the price form shall be included in the base price.**

## **TRUCK EQUIPMENT**

### **LIGHTING:**

Front: (2) WHELEN Vertex Clear LED hideaways. (2) WHELEN Vertex Amber LED hideaways.

Rear of vehicle: (2) WHELEN Vertex Clear LED hideaways & (2) Vertex Red LED hideaways.

Roof mounted Mini Liberty light bar with amber LED flashers.

(1) Hard Wired remote control Go-Light. (Spot light Housing color must be Black).

(1) HEADACHE RACK TO PROTECT REAR GLASS: (MAGNUM HEADACHE RACK - #MMI28899331L).

(Aluminum rack powder coated black with Integrated LED lights).

(1) LED Arrow Stick (Whelen Part# TA1652H) to be installed on rear face of Headache Rack. “Headache Rack & Arrow Stick must be lower than cab as not to obstruct roof mounted strobe light”.

### **SPECIAL REQUIREMENTS & DISCLAIMERS**

- Must include a total of (4) Additional Full Size Matching Spare Tires and Wheels Mounted with TPMS Sensors)
- All Vehicles and Equipment must have an INTEGRATED REAR VIEW CAMERA SYSTEM
- Bidders must list all available extended warranty options and pricing.
- Vendor must provide at least 4 complete sets of keys & Key Fobs (If equipped) for every Vehicle and or piece of equipment delivered to the City. This includes any aftermarket accessories (IE: Tool Boxes, etc.)
- Vehicle up-fitting, installation of accessories or modifications must first be approved by the City of Somerville. Said work shall only commence and be completed by a City of Somerville approved / factory authorized vendor (up-fitter) for the specified equipment. We recommended “J.C. Madigan” for all aftermarket up-fitting.
- The City may reject bids from vendors that are not acceptable (in the city’s opinion / best interest) or vendors that are not located within a reasonable travelling distance of our facility.
- The City may require onsite service or flatbed towing to and from the vendors location (at the vendors expense) for any defects, repairs, service during the warranty period.
- Factory authorized / Awarded Vendor must provide safety, operation and maintenance training within 2 weeks of delivery at the City of Somerville’s desired location.
- Vendor must also include (at time of delivery) all manufacturers’ operator manuals, service manuals, (including but not limited to wiring diagrams and schematics for all aftermarket equipment and or custom fabrications. Vendor may also be required to provide Diagnostic Software, Hardware, Cables, Links, Support and any pay for any required Subscriptions that may be associated with diagnostic equipment. Any and all fees’ are to be paid directly to the service provider / vendor for a minimum of 12 months from date of delivery.
- All electrical wiring shall be continuous with no splices to insure a reliable installation. The wiring and connections will also be weather resistant and neatly tied in place to protect them from abrasion, corrosion and other damage. All warning / emergency lighting shall be on separate circuit breakers supplied by wiring capable of handling at least 125% of the total load that each unit will draw.

- A pre-build meeting may be required at the City of Somerville facility or at the up-fitters installation facility to determine location and installation of specific items such as Lights, accessories, tools, switches, handles, implements, etc.
- Entire assembly shall be fully operational when delivered to the city. Any item not specifically mentioned but necessary for a complete assembly shall be included.
- Factory Paint (FORD GEM GREEN W-6 PAINT SCHEME) is preferred but not required (provided the City of Somerville DPW fleet color is not available from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of “Gem Green or Forest Green, (Metallic Paint)” Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections. Vendor / Dealership must perform a comprehensive inspection of any aftermarket work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any layers of paint. Vehicle must be transported by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.



# EXHIBIT C

**DESCRIPTION:** FORD Super Duty F-550 (W-4)

**DEPARTMENT:** Water & Sewer

**DETAILS:** 2019 or Newer - Ford Super Duty F-550 DRW 4WD Regular Cab 145" WB 60" CA Specialty Flat Bed Compressor Truck

**EMISSIONS:** 50 STATE EMISSIONS

**ENGINE –** 6.8L 3-VALVE SOHC V10 EFI ENGINE

**TRANSMISSION – AUTOMATIC:** TORQSHIFT 10-SPEED SELECTSHIFT AUTOMATIC  
TRANSMISSION W/OD -Inc: tow/haul mode, MANUAL TRANSFER CASE & HUBS (STD)

**AXLE:** 4.10 AXLE RATIO

**TRIM & ADDITIONAL EQUIPMENT:**

XL DÉCOR PACKAGE

Front Chrome Bumper

Factory or Dealer installed Ford OEM Chrome Grille assembly and surround.

HD ALTERNATOR

TRAILER BRAKE CONTROLLER: intended for use only w/trailers having electric brakes

SWITCHES: (6) UPFI TTER INTEGRAL SWITCHES

REAR VIEW CAMERA AND PREP KIT (to be located by Body Company)

AFT-AXLE FRAME EXTENSION, providing 32 inches of extension with the 145-in. wheelbase

Factory installed running boards (aftermarket not acceptable)

Factory or Dealer installed Window Vent Shades (Window Deflectors).

**PWR EQUIPMENT GROUP:** accessory delay, power door locks, remote keyless entry, perimeter anti-theft alarm, power windows w/driver side on e-touch down. manual telescoping trailer tow mirrors w/power heated glass, heated convex spotter mirror , integrated clearance lights & turn signals & two-way fold, door trim panel upgrade.

**TIRES:** 225/70R19.5G BSW TIRES -Inc (2) front all-season & (4) rear all-season tires (STD), FULL SIZE SPARE TIRE/WHEEL (STD)

**PRIMARY PAINT:** GEM GREEN W-6 PAINT SCHEME, FACTORY PAINT ONLY.

**AIR CONDITIONING:** MANUAL AIR CONDITIONING (STD)

**SNOW PLOW PREP PKG** -Inc: pre-selected springs, HD alternator

**TRAILER BRAKE CONTROLLER:** intended for use only w/trailers having electric brakes

**RADIO:** Minimum of AM/FM stereo -Inc: digital clock. (2) Speakers

**EXTERIOR**

Front fender vents, chrome grille

Dual beam jewel headlights, 3-blink lane change signal, Roof clearance lights

Manual telescoping trailer tow mirrors w/manual glass & 2-way fold

Solar tinted glass, fixed rear window, Variable intermittent windshield Wipers

Front license plate bracket, Black door handles, under hood service light

## **INTERIOR**

HD Lt gray leather or vinyl 40/20/40 split bench seat - center armrest, cup holder, storage Manual driver lumbar support, Black vinyl full floor covering, and Color-coordinated scuff plates  
Tilt & telescoping steering wheel/column, Black vinyl steering wheel  
Instrumentation -Inc: multifunction switch message center w/ice blue lighting  
Oil minder system, inside hood release, Dash-top tray  
Color-coordinated instrument panel -Inc: glove box. (4) Air registers w/positive shutoff, power point & (4) up fitter switches  
Auxiliary power point, Dual front grab handles  
Front passenger roof ride handles  
Color-coordinated molded cloth headliner  
11. 5" day /night rearview mirror  
Color-coordinated door trim panel -Inc: armrest. Grab handle, reflector  
Color-coordinated vinyl sun visors -1nc: LH pocket. RH Insert  
Door activated dome lamp w/delay, 1/P switch operation  
Dual map lights, Dual color-coordinated coat hooks

## **MECHANICAL**

Manual: transfer case & hubs  
Four wheel drive  
HD alternator  
7-wire trailer tow harness w/relays. Blunt cut & labeled  
(2) Front tow hooks, 141" wheelbase  
Mono-beam front axle w/coil spring suspension  
Rear auxiliary springs, HD gas shock absorbers  
Front/rear stabilizer bars, Dual rear wheels  
Power steering w/ steering damper, Power 4 -wheel disc brakes w/ hydro boost  
(4 0) gallon aft axle fuel tank, Engine only traction control, Anti-lock braking system (ABS)

## **SAFETY**

Driver/front passenger frontal Side & curtain airbags  
Passenger side 3irbag deactivation sw1: chi  
Color -coordinated 3 point safety belts w/front outboard height adjustment  
Child tethers on all passenger seat:  
SOS post-crash alert system  
Dual-note electric horn

## **WARRANTY MINIMUM**

Basic: 3 Years/36,000 Miles  
Drivetrain: Diesel Engine: 5 Years/100,000 Miles  
Corrosion: 5 Years/Unlimited Miles  
Emissions: 5 Years/ 50,000 Miles  
Roadside Assistance: 5 Years/60,000 Miles  
MUST List all extended warranty options AND AVAILABLE PRICING

## **TRUCK EQUIPMENT**

### **Body:**

KNAPHEIDE Model: PVMX-93C  
Heavy duty 9 foot 3 inch long, 96" wide  
Floor: 2" dense yellow pine

Construction: 4" cross members, 5" structural long member  
40" reinforced bulkhead with screen window.

The entire unit shall be primed with electro static primer and painted with a black finish coat.

6" removable steel side and rear racks, painted black. The driverside rear/side rack shall be a drop down.

A 36"x18"x18" steel underbody tool box mounted on the passenger side. This shall meet the requirement of a bike guard.

3000W inverter mounted inside the underbody box on a shelf with an auxiliary battery and an isolator.

A 36"x18"x18" toolbox mounted on the top of the platform on the curbside of the body

Pintle assembly consisting of a 1/2" plate, 2" combo hitch, D rings, and 7 prong rv light plug.

LED Recessed Body Lights, front and rear flaps, Backup Alarm

LED Warning Package. Warning lights consisting of two amber and two clear Whelen Vertex in front grill with chrome bezels, two rear facing amber/white flashers in rear bulkhead, and two Whelen 5G flashers in rear tail skirt.

Cab roof mounted mini Liberty light bar with amber LED flashers.

Go-Light spot light, HARD WIRED DASH MOUNTED REMOTE CONTROL. Mounted in the center of the roof, mounted in front of the light bar. Spot light housing must be black.

### **Compressor:**

Boss Model: 210 DUS

Capacity Delivery: 210 CFM @ 100 PSIG

Engine Type: Diesel

Engine Make: John Deere

Engine Model: 4045

Rated Speed: 2500 RPM

Rated Power:74 HP (55.2 KW)

Weight (wet): 2400 lbs (1089 kg)

Dimensions: 30" W x 84" L x 66.75" H

Mounting: The unit shall be mounted across the bed 12" off the front bulkhead

Fuel tank: An aluminum diesel fuel tank shall be mounted on the driver side under the bed. This shall meet the requirement of a bike guard

### **Additional Accessories:**

Two 1" hose x 50" HD air hose reels, mounted at the rear corners of the body piped to the compressor with shut offs, reels shall be spring rewind.

A Boss 1 quart air tool oiler installed in line before the hose reels.

Two rear jack hammer holders on rear of body with locking tabs.

### **SPECIAL REQUIREMENTS & DISCLAIMERS**

- Bidders are required to utilize any and all factory up fitter options that may be available from the manufacturer when ordering vehicles. Ie: Compatible factory wiring harnesses for aftermarket or optional equipment / accessories, Factory Switches, Lights, PTO's, etc.
- The City reserves the right to claim ownership, delivery of, or accept a reduced invoice amount, for any and all factory installed items that are removed from the factory build during the up-fitting process. Such as but not limited to; take-off bodies, bumpers, wheels, tires, drivetrain components, etc..) These items must be fully credited or offered and delivered to the City of Somerville Fleet Operations Department in lieu of reduced invoicing. It is the Vendors obligation to disclose any and all items to the City.
- Vehicle / Equipment trades:

Bidder / Vendor agrees to indemnify and hold harmless the City of Somerville from any and all claims, liability and damages, arising from the use of the Vehicles / Equipment accepted in trade. The City of Somerville makes no representations whatsoever, extends no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the vehicles or equipment accepted in trade. Furthermore, in no event shall the City be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the equipment or removal of the equipment from the City's premises.

- All Vehicles and Equipment must have an INTEGRATED REAR VIEW CAMERA SYSTEM
- Bidders must list "ALL" available extended warranty options and prices.
- Vendor must provide at least four (3) complete sets of keys & Key Fobs (If equipped) for every Vehicle and or piece of equipment delivered to the City. This includes any aftermarket accessories (IE: Tool Boxes, etc.)
- Vehicle up-fitting, installation of accessories or modifications must first be approved by the City of Somerville. Said work shall only commence and be completed by a City of Somerville approved / factory authorized vendor (up-fitter) for the specified equipment. The City currently requires the vendor "J.C. Madigan" to perform all aftermarket up-fitting.
- The City may reject bids from vendors that are not acceptable (in the city's opinion / best interest) or vendors that are not located within a reasonable travelling distance of our facility.
- The City may require onsite service or flatbed towing to and from the vendors location (at the vendors expense) for any defects, repairs, service during the warranty period.
- Factory authorized Vendor must provide safety, operation and maintenance training within 2 weeks of delivery at the City of Somerville's desired location.
- Vendor must also include (at time of delivery) all manufacturers' operator manuals, service manuals, (including but not limited to wiring diagrams / schematics for all aftermarket equipment and or custom fabrications). Vendor may also be required to provide Diagnostic Software, Hardware, Cables, Links, Subscriptions, and technical support.
- All electrical wiring shall be continuous with no splices to insure a reliable installation. The wiring and connections will also be weather resistant and neatly tied in place to protect them from abrasion, corrosion and other damage. All warning / emergency lighting shall be on separate circuit breakers supplied by wiring capable of handling at least 125% of the total load that each unit will draw.
- A pre-build meeting may be required at the City of Somerville facility or at the up-fitters installation facility to determine location and installation of specific items such as accessories, tools, switches, handles, implements, etc.
- Entire assembly shall be fully operational when delivered to the city. Any item not specifically mentioned but necessary for a complete assembly shall be included.
- Factory Paint (FORD GEM GREEN W-6 PAINT SCHEME or MACK EMRON M6048EB GREEN METALIC WITH URETHANE CLEAR COAT METALLIC TYPE PAINT) is the desired color finish.

Factory Paint is preferred but not required (provided the City of Somerville DPW fleet color is not available from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of “Gem Green or Forest Green, (Metallic Paint)” Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections. Vendor / Dealership must perform a comprehensive inspection of any aftermarket work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any layers of paint. Vehicle must be transported by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.

**8YR - 75K - Premium Care Extended Warranty.**

**Bidders are required to include the total cost of the above mentioned extended warranty in their bid submission. The standard warranty package as noted on the price form shall be included in the base price.**

# EXHIBIT D

**DESCRIPTION:** FORD Transit Connect Cargo Vans (W-7)

**DEPARTMENT:** Water & Sewer

**DETAILS:** 2019 or Newer Ford Transit Connect Cargo Van

**EMISSIONS:** 50 STATE EMISSIONS

**ENGINE:** 2.5L IVCT I-4 Engine

**TRANSMISSION – AUTOMATIC** 6 Speed

**PRIMARY PAINT:** GEM GREEN W-6 PAINT SCHEME.

Factory Paint is preferred but not required (provided the City of Somerville DPW fleet color is not available as an option from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of “Gem Green or Forest Green, (Metallic Paint)”

Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections.

Dealership must perform a comprehensive inspection of work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Rusting, Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any layers of paint. Vehicle must be transported by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.

## AIR CONDITIONING

### TRIM & ADDITIONAL EQUIPMENT:

(4) UPFITTER INTEGRAL SWITCHES

Factory or Dealer installed Molded Mud Guards

Factory or Dealer installed Window Vent Shades (Window Deflectors).

REVERSE CAMERA AND SENSING SYSTEM

**XLTPWR EQUIPMENT GROUP -Inc:** accessory delay, power door locks, remote keyless entry, perimeter anti-theft alarm, power windows w/driver side on e-touch down. Power telescoping trailer tow mirrors w/power heated glass, heated convex spotter mirror, turn signals & two-way fold, door trim panel upgrade.

### EXTERIOR:

Full-size spare tire and rim

Cargo lights

Interval windshield wipers

Dual rear cargo access doors

NO GLASS DOORS

Front/rear license plate brackets

Black door handles

### INTERIOR:

HD Lt Gray vinyl or cloth bucket seats

Black vinyl full-floor covering

Scuff plates

Tilt/telescoping steering column  
Multi-function switch message center -Inc: ice blue lighting, 3-button message control on steering wheel, outside temp display  
Oil minder system  
3-blink lane change signal  
Air registers w/positive shut-off  
Aux power outlets in instrument panel  
Color -keyed molded door trim panel-inc• hard armrest, grab handle, reflector  
Color -keyed cloth headliner  
Dual color-keyed vinyl sun visors-inc: driver -side pocket, passenger-side mirror insert  
Front door operated dome lamp w/time delay off & IP switch  
Front map lamps

**SAFETY:**

Power 4-wheel disc anti-lock braking system (ABS)  
Advance Trac w/ roll stability control (RSC)  
Driver & front passenger side air bags w/passenger-side deactivation switch  
Driver & front passenger side air bag/curtain  
SOS post-crash alert system  
Color -keyed safety belts w/front seat out board height adjustable D rings  
Belt Minder seatbelt-no t-buckled chime & flashing warning light  
Tire pressure monitoring system  
MyKey system - top speed limiter, audio volume limiter, early low fuel warning, programmable sound chimes, Belt Minder with audio mute

**MINIMUM WARRANTY REQUIREMENT:**

Basic: 3 Years/36,000 Miles  
Drivetrain: Gas Engine: 5 Years/60,000 Miles  
Corrosion: 5 Years/Unlimited Miles  
Emissions: 5 Years/ 50,000 Miles  
Roadside Assistance: 5 Years/60,000 Miles

**8YR - 75K - Premium Care Extended Warranty.**

**Bidders are required to include the total cost of the above mentioned extended warranty in their bid submission. The standard warranty package as noted on the price form shall be included in the base price.**

**TRUCK EQUIPMENT:**

**LIGHTING:**

All Vans to be furnished with:  
Front: (2) WHELEN Vertex Clear LED hideaways. (2) WHELEN Vertex Amber LED hideaways.  
Rear of vehicle: (2) WHELEN Vertex Clear LED hideaways & (2) Vertex Red LED hideaways.  
Roof mounted Liberty light bar with amber LED flashers.

**Van shall be furnished with the following:**

WHELEN Bi-Directional Arrow Stick (to be mounted rear facing / roof mounted, farthest point to the rear of the van.

## **SPECIAL REQUIREMENTS & DISCLAIMERS**

- Must include a total of (2) Additional Full Size Matching Spare Tires and Wheels Mounted with TPMS Sensors)
- All Vehicles and Equipment must have an INTEGRATED REAR VIEW CAMERA SYSTEM
- Bidders must list all available extended warranty options and pricing.
- Vendor must provide at least 4 complete sets of keys & Key Fobs (If equipped) for every Vehicle and or piece of equipment delivered to the City. This includes any aftermarket accessories (IE: Tool Boxes, etc.)
- Vehicle up-fitting, installation of aftermarket accessories or modifications must first be approved by the City of Somerville. Said work shall only be completed by an authorized factory dealer for specified equipment. Unless otherwise specified, it is recommended you use the factory authorized vendor “J.C. Madigan.”
- The City may reject bids from vendors that are not acceptable (in the city’s opinion / best interest) or vendors that are not located within a reasonable travelling distance of our facility.
- The City may require onsite service or flatbed towing to and from the vendors location (at the vendors expense) for any defects, repairs, service during the warranty period.
- Factory authorized / Awarded Vendor must provide safety, operation and maintenance training within 2 weeks of delivery at the City of Somerville’s desired location.
- Vendor must also include (at time of delivery) all manufacturers’ operator manuals, service manuals, (including but not limited to wiring diagrams and schematics for all aftermarket equipment and or custom fabrications. Vendor may also be required to provide Diagnostic Software, Hardware, Cables, Links, Support and any pay for any required Subscriptions that may be associated with diagnostic equipment. Any and all fees’ are to be paid directly to the vendor or vendors for a minimum of 12 months from date of delivery.
- All electrical wiring shall be continuous with no splices to insure a reliable installation. The wiring and connections will also be weather resistant and neatly tied in place to protect them from abrasion, corrosion and other damage. All warning / emergency lighting shall be on separate circuit breakers supplied by wiring capable of handling at least 125% of the total load that each unit will draw.
- Entire assembly shall be fully operational when delivered to the city. Any item not specifically mentioned but necessary for a complete assembly shall be included.
- Factory Paint (FORD GEM GREEN W-6 PAINT SCHEME) is preferred but not required (provided the City of Somerville DPW fleet color is not available from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of “Gem Green or Forest Green, (Metallic Paint)” Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections. Vendor / Dealership must perform a comprehensive inspection of any aftermarket work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any



layers of paint. Vehicle must be transported by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.

# **EXHIBIT E**

**DESCRIPTION:** MACK 6 Wheeler (W-32)

**DEPARTMENT:** Water & Sewer

**DETAILS:** 2019 (OR Newer) Mack (6) SIX WHEEL TRUCK WITH HEATED DUMP BODY.

## **ENGINE/TRANSMISSION:**

Engine 11 liter, mp7-355a 345 hp @ 1500-1800 rpm (peak) 1260 lb. Ft. Max. Torque @ 2100 rpm. Transmission, 6 speed automatic, Allison 3000-rds-6 (3.49/0.65) rugged duty series gen 4 w/prognostics, w/pto provision includes transmission cooler, external oil cooler, internal filter, and oil level, stainless steel coolant tubes

## **EXHAUST/EMISSIONS:**

Dpf, one box, dpf & scr frame mtd, both Rh side under cab  
Exhaust after-treatment system, diesel partic filter ceramic passive regen  
Dpf smart switch, no inhibit dpf regeneration switch  
Exhaust – clear boc, single (r/s) vert exhaust cab mounted, lower venturi diffuser, turned end  
Single, bright finish heat shield and stack  
Furnish steel painted heat shield for frame mtd one box

## **ENGINE EQUIPMENT:**

Air compressor, Mertior/Wabco 318 18.7 cfm  
Air cleaner, 11”x 30” (279mm x 762 mm) under hood single element dry type w/air intake from both sides of hood.  
Air governor  
Alternator, Delco 12v 130a (24si) brush-type  
Batteries, (3) 12v m/f group 31 650/1950 cca threaded stud type w/kalas cables  
Bug screen, radiator mounted  
To-34 degrees f (-37 degrees c)  
Coolant conditioner  
Engine brake  
Engine block heater, 120v 1500 watt engine block heater  
Engine hoses and tubing, silicone (does not include heater & radiator hoses)  
Fan drive, Behr fan drive  
Flywheel housing, light weight, aluminum  
Fuel-water separator, w/manual drain valve (integral w/ primary fuel filter)  
Hand primer pump  
Hoses-radiator/heater, silicone  
Radiator, aluminum core  
Starter, 12 volt Delco 39mt-mxt  
Electronic starter interlock

## **TRANSMISSION EQUIPMENT/DRIVELINES:**

Transmission bell housing, aluminum  
Furnish for Allison transmission w/direct mount cooler  
Synthetic lubricant-transmission, transynd synthetic lube for allision trans  
Vocational package-Allison, allision vocational pkg. #105142 rugged duty series (rds) refuse (ag)-one selector  
Driveline-main, Meritor 176mxt extended lube

**CAB (A thru G):**

(Bergstrom) integral w/heater combination heater/defroster and air conditioning, compressor, rotary freon  
Cab, Lh-drive ca68 conventional cab  
Cab mounting, air suspension  
Certified weight  
Coat hook (2)  
Drivers and passenger side cup-holders  
Provide (2) misc switches  
Park brake and engine running activated  
(4) lamps Rh & Lh dome lamps-door & switch activated; (2) cab rear dome lamps-switch activated  
Door interior trim panels, padded vinyl/fabric w/arm rest and lighted pocket  
Engine shutoff, key type  
Fender extensions  
5lb fire extinguisher between Lh seat base and door with valve aimed rearward  
Floor covering, polyurethane floor mat  
Gauge, air pressure  
Gauge, voltmeter  
Gauge cluster, exhaust pyrometer and transmission oil temperature gauges  
Gauge, engine coolant temperature  
Gauge, engine oil pressure  
Gauge, engine oil temperature  
Gauges, English display  
Gauge, speedometer w/trip odometer (electric 1% accuracy)  
Engine tachometer  
Glass-cab window, safety tinted windshield, side and rear windows  
Standard grab handle option, Rh & Lh, behind door  
Grille-hood air intake, grille painted gray  
Grille, silver painted

**Cab (H thru R):**

Headliner, vinyl covered foam padded headliner  
Hood insulation  
Painted hood latches  
Horn-air, (1) rectangular single trumpet, chrome plated steel w/snow shield  
Horn-electric, single tone  
Identification/clearance lights, (5) Grote led lamps  
In-dash storage, memo area and clip  
Instrument cluster display, co-pilot driver (enhanced 4.5" diagonal graphic lcd display w/4-button stalk control)  
(includes guardog routine maintenance monitoring)  
Instrumental panel, brushed nickel  
Interior trim (PEDIGREE-SLATE GRAY) Vinyl headliner, vinyl seat trim, 2 netted storage compartments and center CB radio mounting provisions in overhead console, rear panel with storage pouch, signature polyurethane floor mat, brushed nickel instrumental panel with chrome gauge bezels, diamond patten fabric on doors, padded interior sun visors both sides, 2 spoke urethane grip brushed nickel spokes, brushed nickel horn cap, adjustable tilt/telescoping steering column, 2 general overhead lights, 1 driver overhead light & 1 map non-glare overhead light, 2 - 12V power sources, 2 cup holders, 2 trash bag hooks, 2 coat hangers, Rh storage compartment, seat belt retractors, Rh door peep window, lighted door mounted map pocket lights.  
Chassis keyed at random - 2 keys  
Low air pressure indicator light and buzzer  
Mirrors- exterior, west coast, Rh & Lh bright finish heated  
Mirrors-convex type, bright finish, Lh & Rh, 8" dia. Convex  
Overhead console, (2) storage compartments and net retainers w/center mounting for CB provisions

Parking brake on indicator light  
Power outlets, (2) 12-volt auxiliary power outlets-dash mounted  
Am/Fm stereo cd w/weatherband  
Radio antenna – cab mounted behind Lh door  
Power leads (5-way binding posts for Cb radio) in header console  
Radio antenna-Cb, single driver side  
CB radio mounting reinforcement in header console  
Rear window (fixed type)  
Emergency triangle kit parallel to inside surface of riders seat base

#### **CAB (S thru Z):**

Seat – driver, Mack (high-back) air suspension  
Seat – rider, rider seat (high-back) w/integral storage compartment  
Seat arm rests, inboard mounted arm rest, driver’s seat only  
Seat covering, cloth w/vinyl trim driver and rider seats  
Seat belts/retractors, lap and shoulder w/cab mounted shoulder belt w/adjustable d-ring for driver & rider seats  
Starter switch, key type  
Steering column, adjustable tilt telescope  
Steering wheel, two spoke urethane grip brushed nickel spokes, brushed chrome horn cap  
Storage pouch rear  
Sun visor, exterior, fiberglass (cab color)  
Sun visor – interior, both sides (padded vinyl)  
Window controls, power window lift with electric door lock, Lh & Rh  
Windshield, 1-piece windshield  
Windshield washers, electric, wiper mounted w/reservoir mounted under hood

#### **FRAME EQUIPMENT/FUEL TANKS:**

Bumper-front, ext.-swept back channel painted steel 122.5”/3112 mm bbc includes center tow capability  
Crossmembers, boc and intermediate(s) steel hd back-to-back channel  
I-beam rear crossmember  
Crossmember (behind rear axle), steel single channel (1) w/Af of 98” to 117”  
Flaps-mud (front), black polyarmour mud flap  
Front frame extension, 20” integral frame extension  
Towing device-front, center tow  
Fuel tank-Lh, 72 gallon (276 l) aluminum 26” diameter  
Bright finish stainless straps-fuel tank  
8.7 gallon (33 l) def tank

#### **FRONT AXLE/EQUIPMENT/TIRES:**

Front axle, 16,500# (6600kg) fx116.5 w/unitized wheel hubs/sealed & tapered kingpins. Tires brand/type-front, Bridgestone-tubeless radial ply, (2) 12r22.5 16 h m843 (all pos). Wheels-front, steel disc (10-hole)  
(2) 22.5x8.25 Hayes lemmerz 10 hole hub piloted (11 ¼”/286mm bc) (two hand hole) heavy duty brakes-front, Meritor “s” cam type 16.5” x 5” q+  
Brake drums-front, cast outboard mounted  
Dust shields-front brakes, furnish  
Hubs-front, ferrous  
Fag Schaeffer, front hub oil seal  
Shock absorbers, front  
Slack adjusters-front, haldex-automatic  
Springs-front, taperleaf 14600# (6623kg) ground load rating  
Steering, Sheppard sd110

**REAR AXLE/EQUIPMENT/TIRES/RATIOS:**

Rear axle, 23000# (10433kg) ra23r single drive, dual reduction top mounted axle carriers with industry standard "r" series spindle

Tires brand/type-rear, Bridgestone-tubeless radial ply, (4) 12r24.5 14 g m726el (traction)

Carrier/ratio-rear axle, crd151 (for ra23r axle), 4.50 ratio

Wheels-rear, steel disc (10 hole)

(4) 22.5x8.25 (210mm) hayes lemmerz 10-hole hub piloted (11 1/4"/286 mm bc)(two hand hole)

Brakes-rear, Meritor "s" cam 16.5"x7" q+

Brakes drums-rear, cast outboard mounted

Dust shields-rear brake, furnish

Hubs-rear, ferrous

Oil seals, Chicago rawhide (scotseal)

Slack adjusters – rear, haldex - automatic

Suspension-rear, 23000# multileaf

Spring brake chambers-quantity, (2) double diaphragm type, mechanical spring release

Spring brake chambers-vendor, mgm model tr-t (tamper resistant)

Spring brake chambers, type 30/30 rear

**FRAME/WHEELBASE/PLATFORM:**

Frame rails, 11.811" x3.54" x .37" (300 x 90 x 9.5 mm) steel section modulus: 20.6 cu in/rbm 2,470,000 in lbs per rail wheelbase, 96" ca platform, 215" Lp (5461 mm) 70" Af (2180 mm)

**AIR/BRAKE:**

Air brake system, dual

Air dryer, Meritor/Wabco heated air dryer, 1200 w/coalescing oil filter

Under battery box, remaining on frame rails, air reservoirs

Anti-lock brake system, Bendix without traction control

Air control valves, vendor, Bendix switches and valves where possible

Brake control valve system, single valve system

Drain valves, manual (petcock) drain valves on all tanks

Hand control valve for rear service brakes

**ELECTRICAL:**

Battery box(es), steel

Battery box covers, molded plastic

Battery box-mounting, (1) battery box left hand rail

Flaming river big switch wired on positive side

Battery shock pads

Courtesy light switch (headlamp and clearance)

Electric circuit protection package, all circuits fuse/breaker protected

Waterproof electrical connections sprayed w/protective coating

"body link" iii

Headlights, halogen flush

Signal flasher type, transistorized flasher for turn signal

**FACTORY PAINT:**

Paint-cab exterior, single color DuPont Emron m6048eb medium green

Paint-cab, urethane clear coat

Metallic type paint

Paint-chassis running gear, black (urethane)

Paint-bumper, same as chassis running gear

Front wheels pre-finished gray

Rear wheels pre-finished gray

### **PTO/SPECIAL/ADDITIONAL EQUIPMENT**

1. Torque converter TC541
2. PTO crankshaft adapter 1350 flange type
3. PTO switch-light with wiring and piping

### **DEALER INFORMATION:**

Engine warranty, 2yr/250,000 miles engine warranty us10

Include standard warranty information

Manuals, pedigreed protection plan tech service manual provided

Dealer prep for delivery

Standard shipping instructions

Provide service manual on cd and hard copy

### **BIDDERS TO PROVIDE EXTENDED WARRANTY OPTIONS.**

#### **BODY AND EQUIPMENT: 1. DUMP HARDOX BODY**

##### **MODEL: BBFL**

##### **A. Installation**

- The entire assembly including hydraulics, dump body and sander shall be fully operational when delivered to the Town. A pre-build meeting shall be conducted at the Body Company's installation facility to determine location of specific items such as switches, handles, etc.
- Any item not specifically mentioned but necessary for a complete assembly shall be included.

##### **B. Heated Dump body**

- Body to be heated by vehicle exhaust system.
- Body: 11' Hi-strength HARDOX BODY Model: BBFL
- Front Height: 42" - 1/8" AR500
- Side Height: 30" - 1/8" AR500
- Rear Height: 42" - 3/16" AR450
- Floor Material: 3/16" AR450
- 36" Cab shield
- Electric Tarp assembly AERO – aluminum arms and asphalt cover
- Tailgate Type: Straight style dump tailgate with D ring
- Three Coal Chute integrated into tailgate
- Tailgate Operation: Air Operational
- Tailgate Bracing Style: None - smooth
- Horizontal Side Brace: None –smooth side
- Side Light Cutouts: None
- Side ladder and inside steps
- Oak rough cut 12" side boards
- Paint: Match vehicle with baked urethane

##### **C. Equipment Accessories**

- **Tow plate:** 1" plate, # B55 D rings and 45t pintle hitch mounted to the plate. The vehicle's factory electric and air shall be installed through the plate
- **Lighting:** All warning light products shall be made by Whelen manufacturing.
  - Rear posts to include three recessed lights to include LED stop/tail light, LED back up light and LED TIR Flasher
  - Two front mounted Vertex lights

- All emergency wiring shall be routed through a junction box.
- The supplier and installer of the dump body will be required to furnish and install the necessary warning and clearance lights and all FVMSS. Wiring shall be color coded. Soldered & Heat shrink connections only. *SCOTCH LOCKS ARE NOT ACCEPTABLE*

### **SPECIAL REQUIREMENTS & DISCLAIMERS**

- Vendors are required to utilize any and all available up fitter options that may be available from the manufacturer when ordering vehicles. Ie: Factory wiring harnesses for additional / optional accessories, Factory Switches, Lights, PTO's, etc.
- All Vehicles and Equipment must have an INTEGRATED REAR VIEW CAMERA SYSTEM
- Bidders must list "ALL" available extended warranty options and prices.
- Vendor must provide at least four (3) complete sets of keys & Key Fobs (If equipped) for every Vehicle and or piece of equipment delivered to the City. This includes any aftermarket accessories (IE: Tool Boxes, etc.)
- Vehicle up-fitting, installation of accessories or modifications must first be approved by the City of Somerville. Said work shall only commence and be completed by a City of Somerville approved / factory authorized vendor (up-fitter) for the specified equipment. We currently require "J.C. Madigan" to perform all aftermarket up-fitting.
- The City may reject bids from vendors that are not acceptable (in the city's opinion / best interest) or vendors that are not located within a reasonable travelling distance of our facility.
- The City may require onsite service or flatbed towing to and from the vendors location (at the vendors expense) for any defects, repairs, service during the warranty period.
- Factory authorized / Awarded Vendor must provide safety, operation and maintenance training within 2 weeks of delivery at the City of Somerville's desired location.
- Vendor must also include (at time of delivery) all manufacturers' operator manuals, service manuals, (including but not limited to wiring diagrams and schematics for all aftermarket equipment and or custom fabrications. Vendor may also be required to provide Diagnostic Software, Hardware, Cables, Links, Support and any pay for any required Subscriptions that may be associated with diagnostic equipment. Any and all fees' are to be paid directly to the vendor or vendors for a minimum of 12 months from date of delivery.
- All electrical wiring shall be continuous with no splices to insure a reliable installation. The wiring and connections will also be weather resistant and neatly tied in place to protect them from abrasion, corrosion and other damage. All warning / emergency lighting shall be on separate circuit breakers supplied by wiring capable of handling at least 125% of the total load that each unit will draw.
- A pre-build meeting may be required at the City of Somerville facility or at the up-fitters installation facility to determine location and installation of specific items such as accessories, tools, switches, handles, implements, etc.
- Entire assembly shall be fully operational when delivered to the city. Any item not specifically mentioned but necessary for a complete assembly shall be included.
- Factory Paint (FORD GEM GREEN W-6 PAINT SCHEME or MACK EMRON M6048EB GREEN METALIC WITH URETHANE CLEAR COAT METALLIC TYPE PAINT) is the desired color finish. Factory Paint is preferred but not required (provided the City of Somerville DPW fleet color is not available from the factory). The dealer is responsible for and must be able to match the City of Somerville DPW fleet color of "Gem Green or Forest Green, (Metallic Paint)" Aftermarket painting must include all painted surfaces of the vehicle including but not limited to: Door jambs, underside of hood, etc. Proper preparation steps must be taken to ensure quality results. Painting of vehicles must be performed by a reputable vendor that is equipped and utilizes a baked booth to ensure a high quality finish and to minimize imperfections. Vendor / Dealership must perform a comprehensive inspection of any aftermarket work completed before delivery to the City. A warranty period (greater than or equal to factory coverage) shall include the following guarantees against: Cracking, Checking, Orange Peel, and Severe loss of gloss or fading, Peeling of the topcoat, or any layers of paint. Vehicle must be transported

by flatbed or carrier to and from any Body Shop or Paint Facility as to not accumulate unnecessary mileage.

- **Bicycle Protection Guards (AKA: Side Underride Protection)**

The City of Somerville requires the installation of Bicycle Protection Guards on all motor vehicles that exceed 10,000 GVWR (Class 3 and above)

Bicycle Protection Guards must meet or exceed USDOT /VOLPE Standards and must be approved by the City of Somerville. A copy of the detailed specifications shall be obtained from the City of Somerville prior to the design, fabrication, and installation.

**Minimum requirements:** Bicycle Protection Guards must be fabricated utilizing a minimum of 2” high strength smooth metal tubing. The guards must be securely mounted to the sides of the vehicle frame (but easily removable for servicing the vehicle). Guards must be painted high visibility yellow and must be free of any sharp edges or angles. Side underride protection can also be provided by any combination of existing vehicle body, fuel/fluid tanks, tag axles, tool boxes, or purpose-built side guard. The combined system must meet the minimum Volpe dimensional and strength specifications. The final design must first be approved by the City of Somerville.



## Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2, 3 and 4 or a failure to respond to any of the following minimum standards may result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Have you been an authorized FORD or MACK dealer for at least (5) years?	X	
2.	Does the vehicle meet all the <b>Special requirements and Disclaimers</b> mentioned under Scope of Work / Specification / Requirements?	X	
3.	Did the vendor provide at least three references from similarly sized municipalities for whom vehicles were sold?	X	
4.	Does your vehicle meet the minimum warranty requirements?	X	
5.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		X

In order to provide verification of affirmative responses to items 1, 2, 3 and 4 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

**Period of Performance**

The period of performance for this contract begins on or about 01/01/2019 and ends on or about 06/30/2019. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

**Place of Performance**

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

**Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

**Vendor Personnel**

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

**Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

**Deliverables**

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

**IFB #**  
**SECTION 3.0**  
**BIDDERS' CHECKLIST**

**Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.**

**Required with Sealed Bids**

- Cover Letter
- Price Form (Section 4.0)
- Acknowledgement of Addenda (if applicable)
- Quality Requirements (Section 2.0)
- Somerville Living Wage Form (if applicable)
- Certificate of Non-Collusion and Tax Compliance
- Certificate of Signature Authority
- Reference Form (or equivalent may be attached)
- W9

**Required with Contract, *Post Award***

- Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)



**Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

**A. NON-COLLUSION FORM**

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**Signature:** \_\_\_\_\_  
**(Individual Submitted Bid or Proposal)**  
**Duly Authorized**

**Name of Business or Entity:** Bonnell Motors, Inc.

**Date:** 12/26/18

**B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

**Signature:** \_\_\_\_\_  
**(Duly Authorized Representative of Vendor)**

**Name of Business or Entity:** Bonnell Motors, Inc.

**Social Security Number or Federal Tax ID#:** 04-2151899

**Date:** 12/26/18

**SIGNATURE FORM**

NAME OF COMPANY: Bonnell Motors, Inc.

ADDRESS: 353 Cambridge Street, Winchester, MA 01890

TELEPHONE #: 781-729-9700 FAX # 781-729-4173

DATE: 12/26/18 EMAIL: fleet@bonnellford.com

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

\_\_\_\_\_ TITLE: Fleet Manager

RESIDENCE: \_\_\_\_\_

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

\_\_\_\_\_  
\_\_\_\_\_

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: Bonnell Motors, Inc.

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: Massachusetts

THE PRESIDENT IS: Steven Bonnell

THE TREASURER IS: Ralph Bonnell III

THE CLERK/SECRETARY IS: Curtis Bonnell

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_



## **SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM**

### **Background**

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

### **Application Process**

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

### **Certifications**

Check all those that apply:

- Minority Business Enterprises (MBE)**
- Women Business Enterprises (WBE)**
- Veteran Business Enterprises (VBE)**
- Portuguese Business Enterprises (PBE)**
- Other** \_\_\_\_\_

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

### **CERTIFIED BY:**

**Signature:** \_\_\_\_\_

**(Duly Authorized Representative of Vendor)**

**Title:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

**Name** (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

**Business name**, if different from above. (See Specific Instruction on page 2)

**Bonnell Motors, Inc.**

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other

**Legal Address:** number, street, and apt. or suite no.

**353 Cambridge Street**

**Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

**Winchester, Mass. 01890**

**City, state and ZIP code**

Phone # **(781) 729-9700**

Fax # **(781) 729-4173**

Email address: **ajeyden@bonnellford.com**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2. **Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Social security number**

□ □ □ - □ □ - □ □ □ □

OR

**Employer identification number**

**04-2151899**

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No  Yes  If yes, attach a copy of the letter from the State Ethics Commission. Individual information, including address will be part of the public record and accessible under Freedom of Information.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

**Sign Here**

**Authorized Signature** ▶ **Allan J. Eyden**

**Date** ▶ **12/26/18**

### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

**If you are a foreign person, use the appropriate Form W-8.** See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 29% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

**5.** You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



## **SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM**

### **Background**

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### **Application Process**

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

### **Certifications**

Check all those that apply:

- Minority Business Enterprises (MBE)**
- Women Business Enterprises (WBE)**
- Veteran Business Enterprises (VBE)**
- Portuguese Business Enterprises (PBE)**
- Other** \_\_\_\_\_

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

### **CERTIFIED BY:**

**Signature:** \_\_\_\_\_

**(Duly Authorized Representative of Vendor)**

**Title:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**REFERENCE FORM**

Bidder: Bonnell Motors, Inc.

IFB Title: 19-47

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference: see cover letter Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**SOMERVILLE ORDINANCE TO SAFEGUARD VULNERABLE ROAD USERS**  
**CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.**

Prospective contractors must familiarize themselves with the City of Somerville’s Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
  - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to [fleetinspections@somervillema.gov](mailto:fleetinspections@somervillema.gov).
  - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
  - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor’s phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
  - a. Inspection stickers are not transferable.
  - b. Any major overhaul of safe guard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
  - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
  - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Fleet Superintendent Ron Bonney at [rbonney@somervillema.gov](mailto:rbonney@somervillema.gov) or at (617) 625-6600, ext. 5524.

Acknowledgement

In accordance with Sec. 12-119 “Requirements” in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

12/26/18

Authorized Signatory’s Name

Date

**Bonnell Motors, Inc.**

Company Name

I certify that the Ordinance does not apply to this contract for the following:

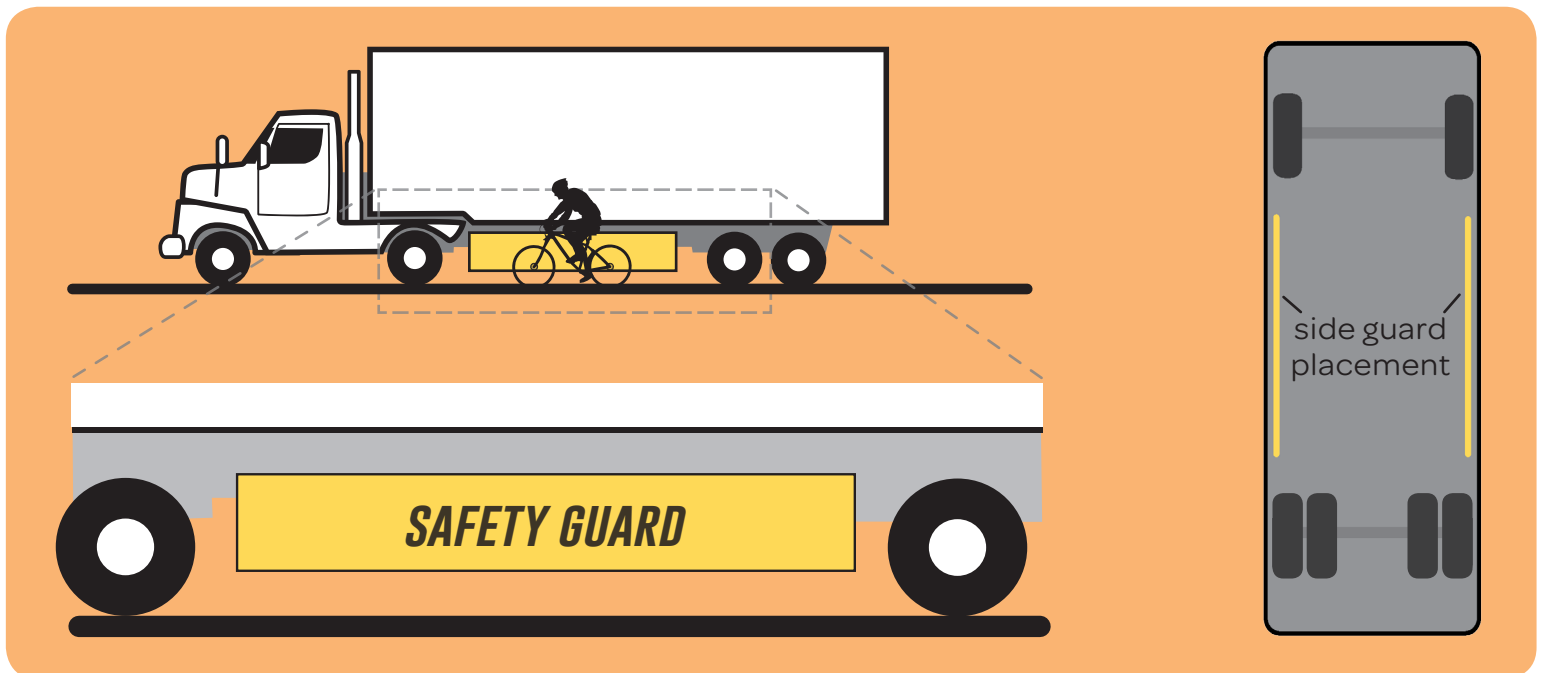
- Vehicles do not meet or exceed Class 3 GVWR    Vehicles do not exceed 15 MPH    No vehicles on project  
 Other: only to Exhibit C



# CITY OF SOMERVILLE TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



## Questions about inspections?

Please contact the Fleet Superintendent, Ron Bonney, at:  
RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524.

# ORDINANCE REQUIREMENTS

## LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



## SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



## CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in front of or alongside of the vehicle.



## CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.



## SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be "safety yellow" in color and include language or images that warn of blind spots.

# COMMON QUESTIONS

**WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO?** This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

**CAN TOOL BOXES BE USED AS SIDE GUARDS?** Yes, as long as the tool box meets all of the required measurements in the ordinance.

**IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED?** Yes.

**DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED?** Yes.

**WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS?** Yes, depending on the availability of inspectors and the distance to the site.

# REGISTER FOR AN INSPECTION

Email inspection forms to: [FleetInspections@SomervilleMA.gov](mailto:FleetInspections@SomervilleMA.gov)

Questions about inspections? Please contact the Fleet Superintendent, Ron Bonney, at: [RBonney@SomervilleMA.gov](mailto:RBonney@SomervilleMA.gov) or (617) 625-6600, ext. 5524



**Certificate of Authority  
(Limited Liability Companies Only)**

**Instructions: Complete this form and sign and date where indicated below.**

1. I, the undersigned, being a member or manager of

\_\_\_\_\_  
**(Complete Name of Limited Liability Company)**

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.

3. The LLC is managed by **(check one)** a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:**\_\_\_\_\_

**Date:** \_\_\_\_\_



**Certificate of Authority  
(Corporations Only)**

**Instructions: Complete this form and sign and date where indicated below.**

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

2. I hereby certify that the following individual \_\_\_\_\_  
**(Insert the Name of Officer who Signed the Contract and Bonds)**

is the duly elected \_\_\_\_\_ of said Corporation.  
**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on \_\_\_\_\_  
**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(Date Must Be on or after Date Officer Signed Contract/Bonds)**



## Sole Proprietor Declaration as to Workers' Compensation Insurance

**Instructions:** Complete this form and sign and date where indicated below.

### 1. Please Print Legibly

**Business/Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

2. I hereby certify that I am a sole proprietor doing business under the name written above, and have no employees working for me in any capacity, and am not required by law to obtain workers compensation insurance. I am the sole proprietor of the firm and am solely responsible for liabilities thereof. I am the sole owner and proprietor of said business. I further confirm that I am and shall continue to be personally and fully responsible for all business conducted under my name.

3. I certify that I am an independent contractor and I understand that under the terms of this contract I am not an agent, servant or employee of the City of Somerville and am not eligible for, and shall not participate in, any City of Somerville employee benefits, including but not limited to pension, deferred compensation plans, health, life and accidental death and dismemberment insurance or other fringe benefits.

4. I hereby certify that all work required will be performed personally and solely by me or persons who perform voluntary service without pay.

5. I hereby certify that I am hereby authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said sole proprietorship, and such execution of any contract of obligation in this sole proprietorship's name and on its behalf shall be valid and binding upon this sole proprietorship.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



## SECRETARY OF THE COMMONWEALTH'S

### CERTIFICATE OF GOOD STANDING

#### **CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth**

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing"** provided by the Secretary of the Commonwealth's Office

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

#### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.



**INSURANCE SPECIFICATIONS**

**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:**

**City Of Somerville  
c/o Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

ADD "X" HERETO CERTIFY THAT THE CITY OF SOMERVILLE IS AN ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.\***

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of “Living Wage”:** For this contract or subcontract, as of 7/1/2018 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.80 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

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\* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Title:** Fleet Manager \_\_\_\_\_

**Name of Vendor:** Bonnell Motors, Inc. \_\_\_\_\_

**Date:** 12/26/18 \_\_\_\_\_

**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2018 is **\$12.80** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

**IFB#19-47 Water & Sewer Fleet Vehicles FY19**  
**SECTION 4.0**  
**PRICING**

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: **Water & Sewer Fleet Vehicles FY19**

- The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **12/27/2018 by 1:00 PM EST**
- If the **awarded** vendor is a Corporation a “Certificate of Good Standing” (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

**Please attach a printed version of the completed Bid Pricing Sheet to this form and complete this form:**

<b><u>01/01/2019 – 06/30/2019 Pricing</u></b>	
<b>Name of Company/Individual:</b> Bonnell Motors, Inc.	
<b>Address, City, State, Zip:</b> 353 Cambridge St., Winchester, MA 01890	
<b>Tel #</b> 781-729-9700	<b>Email:</b> fleet@bonnellford.com
<b>Signature of Authorized Individual</b>	
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.	
<b>ACKNOWLEDGEMENT OF ADDENDA:</b> NA	
<b>Addendum #1</b> ____ <b>#2</b> ____ <b>#3</b> ____ <b>#4</b> ____ <b>#5</b> ____ <b>#6</b> ____ <b>#7</b> ____ <b>#8</b> ____ <b>#9</b> ____ <b>#10</b> ____	

IFB#19-47 Water & Sewer Fleet Vehicle FY 19 Pricing Sheet

Item	Vehicle Description	QUANTITY (A)	UNIT PRICE - without upfitting (B)	Upfitting Price €	TRADE IN ALLOWANCE (C)	MINIMUM WARRANTY (includes both standard and extended warranties)				Total Price (((Unit Price + Upfitting price) X No. of Units) - Trade-in allowance + (Total cost of Warranty X no. of Vehicle))	
						Coverage	Mileage Limit (Miles)	Length of Coverage (Years)			
1	F-350 Utility (W-1) Refer Exhibit A	1	\$ 33,905	\$ 16,750	Not Applicable	Coverage	Mileage Limit (Miles)	Length of Coverage (Years)		\$ 53,670	
						BASIC	36,000	3			
						DRIVETRAIN	60,000	5			
						CORROSION	Unlimited	5			
						EMISSIONS	50,000	5			
						EXTENDED WARRANTY					
						Coverage	Mileage Limit	Length of Coverage (Years)	Total Cost of Warranty per vehicle (D)		
Premium Care	75,000	8	\$ 3,015								
2	FORD Super Duty F-150 (W-10) Refer Exhibit B	1	\$ 31,545	\$ 8,500	Not Applicable	Coverage	Mileage Limit	Length of Coverage (Years)		\$ 42,640	
						BASIC	36,000	3			
						DRIVETRAIN	60,000	5			
						CORROSION	Unlimited	5			
						EMISSIONS	50,000	5			
						EXTENDED WARRANTY					
						Coverage	Mileage Limit	Length of Coverage (Years)	Total Cost of Warranty per vehicle (D)		
Premium Care	75,000	8	\$ 2,595								
3	FORD Super Duty F-550 (W-4) Refer Exhibit C	1	\$ 40,220	\$ 58,000	Not Applicable	Coverage	Mileage Limit	Length of Coverage (Years)		\$ 101,370	
						BASIC	36,000	3			
						DRIVETRAIN	100,000	5			
						CORROSION	Unlimited	5			
						EMISSIONS	50,000	5			
						ROADSIDE ASSISTANCE	60,000	5			
						EXTENDED WARRANTY					
Coverage	Mileage Limit	Length of Coverage (Years)	Total Cost of Warranty per vehicle (D)								
Premium Care	75,000	8	\$ 3,150								

Bonnell Motors, Inc.  
Allan J. Eyden

Bidder Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_

(

Item	Vehicle Description	QUANTITY (A)	UNIT PRICE - without upfitting (B)	Upfitting Price €	TRADE IN ALLOWANCE (C)	MINIMUM WARRANTY (includes both standard and extended warranties)				Total Price (((Unit Price + Upfitting price) X No. of Units) - Trade-in allowance + (Total cost of Warranty X no. of Vehicle))	
						Coverage	Mileage Limit	Length of Coverage (Years)			
4	FORD Transit Connect Cargo Vans (W-S) Refer Exhibit D	1	\$ 24,455	\$ 7,500	Not Applicable	BASIC	36,000	3		\$ 34,390	
						DRIVETRAIN	60,000	5			
						CORROSION	Unlimited	5			
						EMISSIONS	50,000	5			
						ROADSIDE ASSISTANCE	60,000	5			
						EXTENDED WARRANTY					
						Premium Care	75,000	8	\$ 2,435		
EXTENDED WARRANTY (Standard Warranty is to be included at no cost)											
5	MACK 6 Wheeler (W-32) Refer Exhibit E	1	\$	\$	Not Applicable	Coverage	Mileage Limit	Length of Coverage (Years)		\$ NO BID	
						Mack Engine Protection Plan 2	250,000	5			
						*Please attach the most current standard and extended warranty options. The City reserves the right to select warranty items beyond the extended warranty categories listed above once an award is made.					
						Total Cost of Warranty per vehicle (D)					
\$											

Bonnell Motors, Inc.  
Allan J. Eyden

Bidder Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_



**APPENDIX A**  
**City's General Terms and Conditions**

# CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

## 1. Definitions

"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

## 2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

## 3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

## 4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

## 5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

## 6. Risk of Loss

The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

## 7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

## **8. Default; Termination; Remedies**

### **A. Events of Default**

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor 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 Vendor'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 Vendor'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 or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor'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; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

### **B. Termination Upon Default.**

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date.

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

### **C. Termination For Convenience.**

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods or services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

### **D. Obligations Upon Termination.**

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

### **E. Rights and Remedies.**

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City.

Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

## **9. Insurance**

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

## **10. Governing Law; Forum**

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

#### **11. Complete Agreement**

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

#### **12. Amendment**

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

#### **13. Conditions of Enforceability Against the City**

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

#### **14. Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

#### **15. Independent Contractor**

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

#### **16. Assignment; Sub-Contract**

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

#### **17. Discrimination**

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

#### **18. Waiver**

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

#### **19. Severability**

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

#### **20. Notice**

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) or overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

#### **21. Captions**

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

#### **22. Non-Collusion**

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

### **23. Tax and Contributions Compliance**

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

### **24. Municipal Taxes, Charges and Liens**

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

### **25. Compliance with Applicable Laws**

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

### **26. Conflict of Interest**

The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

### **27. Licenses and Permits**

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

**28. Recordkeeping, Audit, and Inspection of Records** All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

### **29. Debarment or Suspension**

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

### **30. Warranties (Applicable to Goods Only)**

The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.