

**CITY OF SOMERVILLE MASSACHUSETTS
SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE MA. 02143
BIDDING INSTRUCTIONS FOR TWO (2) MACK TRUCKS
Bid No. 14-39**

Enclosed you will find an invitation to bid for:

**(2) 2015 Mack (6) SIX WHEEL TRUCK WITH DUMP, PLOW AND SPREADER
UNITS. for the City of Somerville, Department of Public Works. Contract is from
12/10/2013 through 12/09/2014.**

When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the Bid number above and write "Mack Trucks" on the bid envelope.

BIDS SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.
- 2) "Signature Form" complete when submitting your bid.
- 3) Tax Compliance/Non Collusion Form
- 4) Certificate of Signature Authority
- 5) Somerville Living Wage Form
- 6) Quality Requirements
- 7) Bid Pricing Page

NOTE: If Vendor is incorporated an updated "CERTIFICATE OF GOOD
STANDING" from the Commonwealth of Massachusetts will be needed for
the awarded vendor only.

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

NOTICE TO BIDDERS

BID #14-39

All bids must be in accordance with terms and conditions set forth herein as stated.

- SECTION A. Sealed bids for: **(2) Mack Trucks**, The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **Tuesday, December 3, 2013 at 11:00 A.M.** at which time and place they will be publicly opened and read.
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Monday, November 18, 2013.**
- SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No: 14-39, Bid for Mack Trucks"**
- SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F. Living Wage - N/A
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (**N/A**) are inserted in the space designated.
- SECTION H. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
- SECTION I. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

City of Somerville

Invitation for Bids for

Two (2) Mack Trucks

Bid No. 14-39

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

Bids must be delivered by **11:00 A.M. on Tuesday, December 3, 2013.**

1 copy of the bid should be submitted. Bids must be sealed and marked as follows:
Bid for **"Mack Trucks, Bid 14-39"**.

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

Bid Signature

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

Time for Bid Acceptance

The contract will be awarded within 60 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 apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.) The City reserves the right to award multiple contracts, if required.

Bonding Requirements N/A

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB. No changes may be made to the bid documents, by the Bidders; without written authorization and/or an addendum from the Purchasing Department.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: Orazio DeLuca, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 4:30 P.M. on Wednesday, November 27, 2013**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to odeluca@somervillema.gov. Written responses will be emailed, via addendum, to all bidders on record as having picked up the IFB.

If any bidders or proposers contact anyone outside of Purchasing regarding this bid/proposal, the bidder/proposer will be disqualified from the bidding process.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder 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 part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder 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 bidder 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 bidder will be notified in writing; the bidder may not withdraw the bid. A bidder 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 IFB, 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.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

Unbalanced Bids

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

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Contract Term Length and Renewal Options

The contract will remain in effect from **December 10 2013 through December 9, 2014**. The City reserves the right to award contracts to more than one vendor based on the lowest price for each item bid.

Contract Value

The City of Somerville, Department of Public Works, estimates the bid value to be \$500,000.00 for the Two Vehicles. This is just an estimate.

Price Submission

All prices must contain a unit rate, if applicable and a total contract price as requested on the bid price form in this IFB.

Estimated Quantities

The City of Somerville has provided estimated quantities for item over the course of the next three years. These estimates are estimates only and not guaranteed.

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. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Warranty

The bidder shall specify and guarantee the standard warranty on the vehicles, within the bid document.

The bidder warrants that (1) the Supplies 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 bidder guarantees that upon inspection, any defective or inferior Supplies 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 Supplies.

Performance Standards

The vendor selected must be a certified Mack dealer, or a certified dealer of an equivalent brand.

Any vehicle up-fittings for after-market accessories must be completed by an authorized factory installer for the specific equipment. For example: regarding the Everest Plow, Swap Loader Hook Lift, Hydraulics, and Emergency lighting, it is recommended that you use the factory authorized dealer J.C. Madigan.

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. Plow joy stick controls should be fastened in an area as not to obstruct the safe operation of the vehicle. Attaching the joy stick to the face of the dashboard with Velcro is not acceptable.

The City may reject Bid's from vendors that are (in the City's opinion and best interest) not located within a reasonable traveling distance of our facility, The City may also require onsite service or flatbed towing to and from the vendors location (at the vendor's expense) for any defects, repairs, service of aftermarket accessories during the warranty period.

Delivery Terms

All vehicles must be delivered in a timely fashion after receiving the vehicle order, and be in agreement with the DPW, Superintendent of Highways.

All prices must be F.O.B. Somerville, freight prepaid.

Description of Services

Invoicing

Vendor will mail an invoice to the ordering department after completion and delivery of the order.

Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

Laws and Regulations

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

References

Please include on a separate sheet a minimum of three references for whom similar trucks have been provided. Include contact person and telephone number along with company name and address.

III. Quality Requirements

Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:

	Yes	No
Is the Vendor a certified Mack Dealer?		
Has the vendor been a certified Dealer, for at least five (5) years?		
Can the Vendor provide the specified vehicle in a timely fashion, according to the specifications?		
Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

IV. References
REFERENCE FORM

Bidder: _____

IFB Title: **Mack Trucks**

Bidder must provide references for: **Three Similar Sized Municipalities**

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

V. Rule for Award

A contract will be awarded to the responsive and responsible bidder offering the lowest total price based on the Vehicle Specifications. The City reserves the right to award contracts to more than one vendor based on the lowest price for each item bid.

VI. Bid Pricing Sheet

Please quote on the following items. Prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the Vehicle(s) specifications. Prices are to remain the same for the entire contract period. All prices are to be based on the Vehicle Specifications as stated.

Year	Item	Qty	Est. Miles (year)	# of years	Unit Price	Total
2015 or Newer	Mack Six Wheel Truck with dump, plow and sander	1				
	Total Price:					
Option 1	Price for extended warranty					
Option 2	Service Maintenance Agreement					

Year	Item	Qty	Est. Miles (year)	# of years	Unit Price	Total
2015 or Newer	Mack Six Wheel Truck with dump, plow and sander	1				
	Total Price:					
Option 1	Price for extended warranty					
Option 2	Service Maintenance Agreement					

Continued on next page...

Warranty Information: _____

Signature & Title of Person Submitting Bid: _____

Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

E-Mail: _____ Date: _____

ADDENDA #1 _____ #2 _____ #3 _____ #4 _____ ACKNOWLEDGED
Failure to acknowledge receipt of addenda may result in your bid being rejected.

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

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 State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:
www.sec.state.ma.us/corp/certificates/certificate_request.asp

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 in 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.

Thank You,
Purchasing Director

TERMS AND CONDITIONS

1. FREIGHT ON BOARD (F.O.B.)
All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" (Form #2) or any other department location doing business for the City of Somerville in need of such services.
2. UNIT PRICE
In case of error in extension of prices quoted herein, the unit price will govern.
3. PRICE REDUCTION
It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.
4. CANCELLATION OF BID
To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted.
5. SAMPLES
The qualified low bidder will be required to submit samples upon request of the Purchasing Director. Acceptable samples will be a determining factor in the vendor selection process.
6. FINANCIAL AND OPERATIONAL INFORMATION
By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.
7. PAYMENT
The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.
8. DOCUMENTATION
Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.
10. EXTENSION OF CONTRACT
The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



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: _____

Date: _____

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: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

CITY OF SOMERVILLE
SIGNATURE FORM

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____ EMAIL: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

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:

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**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)

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**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: _____



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE

MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344
www.somervillema.gov



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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 Service (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
3. I am a U.S. citizen or other U.S. person (defined below).

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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

I. 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. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

I. 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
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.

Appendix A
Mack Truck Specifications

The City of Somerville DPW invites bids on the following:

(2) 2015 Mack (6) SIX WHEEL TRUCK WITH DUMP, PLOW AND SPREADER UNITS.

As a condition of this bid, all eligible bidders must provide a trade in allowance and accept in trade Truck# H-50 which is a 1995 Chevrolet Kodiak Dump Truck. VIN: 1GBP7H1J4SJ106369
The City however reserves the right to reject the trade in allowance and retain ownership of the equipment being offered in trade.

DESCRIPTION: 6-WHEEL MACK TRUCK

ENGINE/TRANSMISSION:

ENGINE 11 LITER, MP7-345A 345 HP @ 1500-1700 RPM (PEAK) 1250 LB. FT. MAX. TORQUE @ 1100-1500 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

EXHAUST/EMISSIONS:

DPF, CLEARTECH HHF, 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 MACK CAP DPF

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, BORG WARNER COOL LOGIC FAN DRIVE (HDMS) ELECTRONICALLY CONTROLLED VARIABLE
FLYWHEEL HOUSING, LIGHT WEIGHT, ALUMINUM

FUEL-WATER SEPERATOR, 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 176MXL XTENDED 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 PASSANGER SIDE CUP-HOLDERS
PROVIDE (6) MISC SWITCHES (2) 15A IGN, (1) 20A IGN, (1) 10A IGN, (1) 15A BAT, AND (1) 20A
BAT.
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 EXTENTIONS
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
GUAGE, 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 GUARDDOG ROUTINE MAINTENANCE MONITORING)
INSTRUMENTAL PANEL, BRUSHED NICKEL
INTERIOR TRIM (PEDIGREE-SLATE GRAY) Vinyl headliner, cloth/vinyl seat trim, 2 netted storage compartments and center CB radio mounting provisions in over head 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, BOSTROM TALLADEGA 915 (MID-BACK) AIR SUSPENSION
SEAT – RIDER, RIDER SEAT (MID-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, 14600# (6600kg) FXL14.6 W/UNITIZED WHEEL HUBS/SEALED & TAPERED KING
PINS
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 SCHAEFFLER, 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

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

ADDITIONAL REQUIREMENTS AND CONDITIONS

PARTS AND SERVICE: The awarding vendor must have adequate inventory to support these units within 24hr and also provide parts delivery to the City. The vendor must also have factory certified technicians on staff to answer questions or provide services.

Vendor must provide assembled Spare Tires and Rims for each truck.
(2) Fronts & (2) Rears

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. For example: Regarding the Dump Body, Plow, and Emergency lighting, it is recommended that you use the factory authorized dealer "J.C. Madigan."

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.

Factory authorized Vendor must provide safety, operation and maintenance training at time of delivery at the City of Somerville's desired location. Vendor must 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 must also include at time of delivery: Diagnostic Software, Hardware, Cables, Links, and any other related items necessary to repair and maintain the vehicle.

INSTALLATION: 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.

The City may reject bids from vendors that are (in the city's opinion and best interest) not located within a reasonable travelling distance of our facility. The City may also require onsite service or flatbed towing to and from the vendors location (at the vendors expense) for any defects, repairs, service of aftermarket accessories during the warranty period.

Continued.....

BODY AND EQUIPMENT: 1. DUMP BODY, SPREADER BODY, PLOW FRAME, PLOW, and HYDRAULICS

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. Dump body

- 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
- 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
 - One Mini liberty roof mounted light bar
 - 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. Heat shrink connections only. *SCOTCH LOCKS ARE NOT ACCEPTABLE*

D. PTO driven hydraulic system

- Equivalent to Chealsea Transmission mounted electric solenoid shifted P.T.O. mounted hydraulic system.
- Control valve to be stackable type with JIC 37 degree fittings, and contain an integral 3,500 PSI relief valve.
- High-pressure hoses to be SAE 100R2 type AT, or equivalent, rated for 3,500 PSI (minimum) working pressure with JIC 37 degree swivel fittings.
- Hydraulic fittings are to be SAE O-ring boss or JIC 37 degree type wherever possible; metric fittings are not acceptable.
- 40 gallon capacity hydraulic tank with baffle, breather, sight oil level gauge and magnetic drain plug. Fabricated from 07-gauge plate with 3/8" "C" section end stands. Tank shall be bolted to driver side of frame.
- Control levers, cable operated, mounted in truck cab. Controls are to be spring centering type for safe operation. Mounted in a console
- The in cab sander controls shall be a pedestal mounted 2FFL valve. The sander lines shall be stainless steel pipe and shall run the rear of the vehicle. Couplers shall be mounted above the pintle assembly.
- Direct mount gear type pump, 20 GPM at 1500 RPM, with a 3,500 PSI maximum system operating pressure.

E. Power Tilt Quick Hitch

- Equivalent to Everest Equipment Inc. Model #3X1505
- The hitch shall permit the driver to hydraulically couple and uncouple the front plow without leaving the cab of the vehicle.
- The male section shall consist of two pivot assemblies. The upper pivot assembly shall consist of (2) 1 1/2" pivot ears an 3/4" x 4" steel vertical members intersected by (2) 3/8" x 3" seamless mechanical tubes. Two 1/2" steel plate cylinder ears will be incorporated in the upper section on the intersecting tubes to form the lift arm unit for the hitch.
- The lower pivot assembly shall use inner and outer vertical sections of minimum 3/4" plate steel interlaced by two horizontal members 3"x 3"x 1/2" angle. The upper angle shall receive the lift cylinder of 4" bore and 12" stroke. The lower angle shall house the lock cylinder being 2.5" bore and fitted with 1.5" lock pins. The cylinders shall be double acting.
- The pivot action of the hitch shall use 1.25" steel pins, which shall be removable. There shall be a bumper plate of 5/8" plate steel designed to allow room for front mounted pump and adjustable to accommodate various truck frame types and frame heights. Front bumper shall be reinstalled around hitch.
- There shall be upper cheek plates, adapter brackets and frame brackets of 1/2" plate steel and lower cheek plates of 5/8" plate steel (min. 20" long) to secure the hitch to the truck and ensure even distribution of load stress.
- The plow lights shall be mounted to aluminum brackets which are mounted to the hood on the vehicle. An in cab switch shall change the lights from the vehicle lights to the plow lights.

- The female section shall consist of (2) vertical members of minimum 1'x 4" steel flat bar. A J-curve adapter shall be fixed to the top of each vertical member and be a minimum of 1" thick plate steel. There shall be two horizontal members 2.5"x 2.5"x ½" angle steel adequately gusseted to form a suitable unit with the vertical members. The female section shall have a minimum ¾" attachment ear for plow and truck attachment. Two chain hooks shall provide for securing the female section to the plow. Intended for chassis requiring the tilt forward feature for engine access.. The front mast powers both up and down to allow easy engine compartment access through the insertion and/or removal of three handle pins and its controlled by the lift arm cylinder.
- The factory bumper shall be reinstalled on the wings.

F. TEN foot trip edge power angle plow

Equivalent to Everest Equipment Inc. #R120TEL39SH

General Information: Length – 120", Height–39", Overhang - 11"

Moldboard: 39 inch (measured from the top of the curve perpendicular to the ground) . The moldboard features minimal throat depth of 7.75" with a vertical blade angle of 17 degrees and an effective overhang angled 36 degrees below horizontal to allow efficient snow removal in curbed areas while minimizing blow back over the moldboard. There shall be two alternate blade attack angle positions at 7 and 27 degrees. The upper moldboard is of 10 gauge steel skin plate. The skin plates shall have an integral formed "C" at the upper edge and shall be welded to ten flame cut ribs of 3/8" steel by 3.5" deep and a lower angle of 4 by 3 by 1/2" to form a fatigue resistant structure.

Trip Edge: The lower trip edge section shall be a built up structure based on a blade mounting angle of 4 by 4 by 1/2" section pivoting on nine 3/4" thick ears reinforced by a 10 gauge thick skin plate. The blade mounting angle shall have 1/2" thick gussets between bolt holes and curb shoe mounting plates located at each end. the trip edge shall pivot on a two inch OD one piece full length tubular member, restrained by six 3/4" diameter wire by 13 inch long torsion springs. A 1/2" by 8 inch carbon steel one piece blade with (AASHO) punch pattern is supplied standard.

Cutting Edge: The cutting edge shall be of abrasion resistant steel, C-1090 or equal and shall be not less than 1/2" thick by 8" wide. The cutting edge shall be bolted to the plow for easy replacement, reversible for double wear and punched to AASHO standards. In addition two bolt on moldboard shoes and two bolt on curb shoes are also provided.

Push Frame: The reversing frame shall be constructed of a main beam of 6" by 4" by 3/8 HHS tube reinforced by a full width sector fabricated from 4" by 4" by 1/2" structural angle. Gusseted at stress pins and pivoting about a 2.5" Diameter 100,000 PSI steel pin. 1/2" DIA. lift chain supplied standard. Four moldboard attach ears on 33" centers of 3/4" thick flame cut steel with 1/25" dia. pins.

A-Frame shall be fabricated from 3/8" plate reinforced with 4" X 4" X 1/2" angle. The pivot pin shall be 2.5" Dia. 100,000 PSI with safety wired retaining bolts.

Hydraulic cylinder reversing kit - utilizes two 3.5" X 16" double acting cylinders protected by a double circuit pressure relieving valve, complete with quick connect hose connectors.

Plow Coupler Bar (Oscillator): Shall consist of 1" thick x 5" wide flat bar, with two 1" thick drive ears on 31" centers. The bar shall pivot on a 1 1/4" diameter grade 5 hex. head bolt at the rear of the drive frame allowing the plow frame to oscillate and follow uneven road surface contours.

The plow shall have a removable jack to store the plow when not in use.

G. Spreader

- The spreaders required under these specifications shall current year model, be of the heavy-duty, self-contained, hopper type. The units shall consist of a 304 stainless steel body, feed conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit. It shall be capable of spreading uniformly sand, salt, calcium chloride, or mixtures up to a width of forty feet. Bidders must submit with their bid complete specifications on the unit they propose to furnish. Bids with exceptions to these specifications shall be considered informal.
- Body shall be of fully welded (NOT SKIP WELDED) 304 stainless steel construction and not less than 6.50 cubic yards struck capacity. Inside length to be 10 feet. Inside width to be not less than 82". The height shall be 54" (which includes an integral 6" extension over the standard height. A weld on section is not acceptable) Body sides shall have not less than forty-five degree (45) pitch to insure free flow of materials to the conveyor. Sides and end gates to be minimum 10 gauge stainless steel. Body shall be rigidly constructed and the entire top of the body is to be 1 1/8" x 2 1/4" channel – formed for additional support. Body sills shall be of at least 10 gauge steel with longitudinal flanges supported on 3" x 1 1/2" x 3/16" rectangular tubing cross sills. There shall be an adequate number of 12 gauge full slope body side supports rigidly tying in the tubular cross sills with the body sides to give the highest degree of resistance to warping or twisting under heavy loads. The body shall be provided with four lifting hooks one at each corner of the body. All necessary hardware shall be stainless steel.
- The conveyor system shall be of the chain bar flight type running longitudinally with the body, feeding materials to the distributor disc. The over-all width of the conveyor shall be approximately 24". The conveyor chain shall be all-steel, 2-5 16" pitch, welded pin chain consisting of 7/8" diameter rollers and side bars with a 1/2" x 1" cross section. Chain bar flights shall have a cross section of 3/8" x 1 1/2" and be positioned on approximately 4 1/2" centers. The conveyor gear box shall have a 6:1 reduction and be of the spur gear type having aluminum alloy housing with torque arm mount.
- Conveyor drive sprockets shall be 8-tooth, drop forged steel, keyed to a 2" diameter (minimum) alloy steel shaft mounted in sealed anti-friction bearings. Two heavy spring-loaded, stainless steel adjustment screws with a minimum of 4" travel shall be provided to maintain proper conveyor tension. "Bolt-in" removable and replaceable conveyor chain shields shall be provided, properly formed and of sufficient strength to resist binding.
- Conveyor bottom shall be one foot longer than a standard fourteen foot body. It shall be 10 gauge stainless steel of flange-type construction for rigidity of conveyor chain surface

floor. An adjustable discharge gate of the screw jack type shall be located at the body rear to properly adjust the flow of material to the spinner. Maximum feed gate opening shall be 11" high x 18" wide. 304 stainless steel slides reinforced gate opening.

- The distributor disc shall be 20" in diameter poly disk. Material shall be guided from conveyor end to distributor disc by means of adjustable material housing in which sealed cartridge-type ball bearings below mounting service. A deflector baffle or diverter chute shall be provided in enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner, also 4th baffle. The distributor chute assembly to be constructed entirely of 304 stainless steel 12 ga.
- Four sections shall be easily adjusted without use of tools in desired positions, from full down to horizontal.
- The unit shall have rubber skirting along the sides of the spreader to not allow material to fall between the body and the spreader.
- Quick couplers at the rear of the vehicle will be required to attach and detach the unit from the existing hydraulic system.
- To be hydraulic having two hydraulic motors - one powering the spinner and one the conveyor. The spinner hydraulic motor shall be mounted below the spinner hopper assembly and shall direct drive the spinner. The conveyor hydraulic motor shall be of the orbital low-speed hi-torque type integrally mounted to conveyor gear box. The lines shall be run to the front of the unit with stainless steel pipes on the sander.
- Screens over hopper: Sectional screens with a maximum length per section of six feet shall be hinged to a 6" x 9.0# I beam running longitudinally the full length of spreader hopper. Screen sections to have 3/8" diameter rod welded to 1/4" - 2" angle frame forming 2 - 3/8" x 2 - 1/2" openings.
- Color: Natural Stainless
- Front and rear stainless steel spill shield
- Lighting: the sander shall come equipped with a stainless steel light bar which includes: ICC marker lights, LED flashers, LED stop and tail lights and LED Back up lights. This shall be plugged in at the rear on the vehicle next to the hydraulic couplers.
- Dump mount shall include (4) body tie downs and a tailgate bar. There shall be a crash bar integrated into the tailgate bar.

ADDITIONAL REQUIREMENTS AND CONDITIONS

PARTS AND SERVICE: The awarding vendor must have adequate inventory to support these units within 24hr and also provide parts delivery to the City. The vendor must also have factory certified technicians on staff to answer questions or provide services.

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Appendix B
Sample Contract

CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE ACTING THROUGH
THE PURCHASING DEPARTMENT
AND
VENDOR NAME

Contract No.: _____

Contract Amount: \$ _____

P.O. No.:

P.O. Amount: \$ _____

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

Vendor: Vendor Name
Address
City, State, Zip Code
Phone #

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
VENDOR NAME
ADDRESS
CITY, STATE, ZIP CODE
PHONE #**

This Contract made this 21st day of May 25, 2004, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and Vendor Name (hereinafter, the "Vendor").

WHEREAS, the City seeks the following supplies/services: _____;

(hereinafter, the "supplies/services"); and

WHEREAS, the City has followed an formal sealed bid procedure to solicit competition pursuant to G.L. c. 30B, §5, (See Appendix A – Notice to Bidders/Copy of Ad attached and made a part hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible Vendor (See Appendix B – Proposal Page attached and made a part hereto); and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

The Vendor shall provide the Services and/or Supplies described in **Appendix C**, Scope of Services/Specifications, attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to:
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in **Appendix B**, attached and made a part hereto.

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$ for Services rendered and/or Supplies received as specified in **Appendix C**.
2. The City reserves the right to increase the quantity of Services and or

Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.

4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. 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.

2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. 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. 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. 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.

C. Termination For Convenience.

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/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 Supplies and/or Services delivered after the effective date of termination.

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, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. 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; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor

obligations hereunder; and

- 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.

2. 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.

3. 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.

4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix D** attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. 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. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

ARTICLE VI. GENERAL PROVISIONS

A. Governing Law. This Contract shall be governed by the laws of the

Commonwealth of Massachusetts.

- B. **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.
- C. **Condition 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.
- D. **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.
- E. **Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. **Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. **Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. **Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. **Discrimination.** It is understood and agreed 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.

J. Severability. In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.

K. Notice. The parties shall give notice in writing by one of the following methods: (I) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor at the address set forth herein or the following

Fax Number: _____

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to:

City Solicitor,

Somerville City Hall

93 Highland Avenue,

Somerville, MA 02143;

Fax No. (617) 776-8847.

DPW Commissioner

Department of Public Works

One Franey Road

Somerville, MA 02144

Fax # 617-623-7649

Notice shall be effective on the earlier of (I) the day of actual receipt, or (ii) one day after tender of delivery.

L. 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.

- M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Notice to Proposers/Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Services

Appendix D – Insurance

Appendix E – Additional Terms & Conditions

Appendix F – Somerville Living Wage Ordinance

The above-described appendices are, by this clause, 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 provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: Corporation, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/

general partner/trustee/other: _____ President _____ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

- C. **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.
- D. **Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # _____. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. **Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. **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, § 20 (Conflict of Interest).
- G. **Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. **Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or

suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

- A. The Vendor warrants that (1) the Supplies 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.
- B. The Vendor guarantees that upon inspection, any defective or inferior Supplies 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 Supplies.
- C. The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix _____.

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix E**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$_____, and that an unencumbered balance of \$_____ is available for the first fiscal year of this contract. I further certify that a sum of \$_____ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Stanley M. Koty
Commissioner, DPW

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

Vendor Name

X_____
Signature of Authorized Agent

Printed Name of Authorized Agent of

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

Clerk's Signature

Print or Type Clerk's Name