

**SOLICITATION FOR:**  
IFB Rebid # 25-20  
Water Meter Replacement Meters and Parts



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 11/07/24  
**QUESTIONS DUE:** 11/14/24 by 10AM EST  
**DUE DATE AND TIME:** 11/25/24 by 10AM EST

Anticipated Contract Award	12/02/24
Est. Contract Commencement Date	12/16/24
Est. Contract Completion Date	12/03/25
Est. Renewal Years (If Applicable)	<b>1 Year, 2 Renewal Options</b>

**DELIVER TO:**  
**City of Somerville**  
**Procurement & Contracting Services**  
**Attn:** Sonia Castro  
Procurement Manager  
scastro@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS Enclosed You  
Will Find a Request for Bid For:  
IFB Rebid # 25-20 Water Meter Replacement Meters and Parts**

**SECTION 1.0  
GENERAL INFORMATION ON BID PROCESS**

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Procurement & Contracting Services Department on and after <b>10/02/2024</b> per the below-noted City Hall hours of operation.
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City Hall Hours of Operation:	
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.

**All Responses Must be Sealed and Delivered To:**

Procurement & Contracting Services Department  
City of Somerville  
93 Highland Avenue, Somerville, MA 02143

***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.***

**Bid Format:**

Submit one, original (1) sealed bid package; it must be marked with the solicitation title and number.

In an effort to reduce waste, **we discourage the use of 3-ring binders.**

All bids must include all forms listed in the Bidders Checklist (and all documents included or referenced in **Sections 2.0 - 4.0**). **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.**

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. **An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.**

The Offeror's authorized official(s) must sign all required bid forms.

The Price Form in **Section 3.0** must be completed. No substitute form will be accepted unless otherwise stated. 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.

The City of Somerville values a diverse workforce and believes it contributes to a work product and customer experience that best reflects the community in our city. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Offeror's work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. **Please use the supplier diversity form (see Section 4.0) with supporting documentation to share your diversity data with the City.**

## 1.2 Bid Schedule

Key dates for this Invitation for Bids:	
IFB Issued	11/07/24
Deadline for Submitting Questions to IFB	11/14/24 by 10AM EST
Bids Due	11/25/24 by 10AM EST
Anticipated Contract Award	12/02/24
Est. Contract Commencement Date	12/16/24
Est. Contract Completion Date	12/03/25

<b>Responses must be delivered by 11/25/24 by 10AM EST to:</b>	City of Somerville Procurement & Contracting Services Attn: Sonia Castro 93 Highland Avenue Somerville, MA 02143
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## 1.3 Submission Instructions

If you are submitting your bid online via [Bidexpress.com](https://www.bidexpress.com), then you do not need to also submit a sealed bid package as instructed below. Email is not an acceptable method of submission of bids.

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

Contents of Sealed Bid Package	Marked As
<b>Envelope 1: Sealed Bid:</b> Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	<b>To Be Marked:</b> IFB Rebid # 25-20 Water Meter Replacement Meters and Parts
<b>Please send the complete sealed package to the attention of:</b>	Sonia Castro Procurement Manager Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143
<b>Live Bid Opening Link</b>	Join Zoom Meeting <a href="https://us02web.zoom.us/j/85754809715?pwd=ZvIEMvyYsoZgJNLNWZtPeuHVdDabgh.1">https://us02web.zoom.us/j/85754809715?pwd=ZvIEMvyYsoZgJNLNWZtPeuHVdDabgh.1</a> Meeting ID: 85754809715 Passcode: 165507
<b>Methods of Bid Submission</b> Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.  1) Deposit your sealed bid package in the black drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue.  2) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).  3) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$40.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <a href="https://www.bidexpress.com/businesses/33100/home">https://www.bidexpress.com/businesses/33100/home</a> A user guide is attached for your reference.  4) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at <a href="https://www.bidexpress.com">www.bidexpress.com</a> . Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.	

## 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**

**Questions are due: 11/14/24 by 10AM EST**

**Questions concerning this solicitation must be delivered in writing to:**

Sonia Castro  
Somerville City Hall  
Procurement & Contracting Services Department  
93 Highland Avenue, Somerville, MA 02143

**Or emailed to:**

scaastro@somervillema.gov

**Or faxed to:**

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as bid holders. Bidders are encouraged to contact the Procurement & Contracting Services 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: <https://www.somervillema.gov/procurement>

**If any bidders contact City personnel outside of the Procurement & Contracting Services 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 estimates are estimates only and not guaranteed.

### 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, Jr. Day	Washington's Birthday	Patriots' Day
Memorial Day	Juneteenth Independence Day	Independence Day	Labor Day
Indigenous Peoples' 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 workdays, 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 workday, unless specified otherwise.

### Unforeseen Office Closure

If, at the time of the scheduled bid opening, the Procurement & Contracting Services 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 (<https://www.somervillema.gov/procurement>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Procurement & Contracting Services 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.

### **Other Applicable Laws**

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: [living wage ordinance](#), [ordinance to protect vulnerable road users](#),<sup>[1]</sup> and [ordinance to protect against wage theft](#). Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

*[1] The ordinance to protect vulnerable road users applies to contracts where the contractor’s heavy vehicles are entering the City of Somerville to perform the work of the contract.*

### **Notice and Certification Pursuant to Somerville Wage Theft Ordinance**

All Offerors, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to

wage theft, against the bidder or any of its subcontractors entered within the five years prior to bid submission.

If you are the successful bidder, you and any of your subcontractors have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the bidder or any its subcontractors while your contract with the City is in effect, within five business days of receipt.

You may not contract with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any subcontractor who has been debarred by the federal government or any state government during the period of that subcontractor's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this bid, the bidder (a.k.a. Offeror, respondent) hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.



IFB Rebid #25-20  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**SPECIFICATIONS/SCOPE OF SERVICES**

**Rule For Award**

The contract shall be awarded to the responsible and responsive bidder submitting the lowest total price. 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.

**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Pursuant to M.G.L. c. 30B, the City seeks to procure the supply, delivery, management and billing interface of Residential and Commercial single-jet water meters, cellular integral digital registers, and related cellular support for a complete metering and cellular-based meter reading system that includes functionality with WaterScope water management software.
- B. The City of Somerville is requesting proposals for supplying residential and commercial water meters with integrated meter interface units (MIUs) in order to complete the final phase of the City's buildout of approximately 16,000 customer accounts in its city-wide water and sewer system, including delivery of all compatible water meters.
- C. The City has an installation contract with Mass Installation, Inc. The water meters may be installed by Mass Installation, Inc., or by the City.
- D. To ensure standardization and full compatibility with the existing Automated Meter Reading System, furnished meters must be comparable to the Metron-Farnier Single Jet Cold Water Meters with cellular Advanced Metering Analytics. The meters must include cellular registers and be compatible with WaterScope software. **Detailed specifications are included under Technical Specifications.**

- E. The meters indicated by size and description on the Price Proposal Form represent an estimate of the size and number of total meters that will be required and may be subject to change. The number and size of meters that may be purchased in years 2 and 3 of the Contract, if renewed, is unknown at this time; However, it is the intent of the City to have the opportunity to utilize the optional extension of this Contract to secure the most advantageous pricing for this equipment after the Meter Replacement and Installation Project is completed in Fiscal Year 2025.
- F. The Offeror shall furnish all materials, equipment, and incidentals necessary to install the meters. The Offeror shall also furnish all materials, equipment, and incidentals necessary to train and support the Owner's personnel or agents in the proper installation of the meters with MIUs.
- G. The work shall also conform to such additional Addenda to these Specifications as may be published or exhibited prior to the opening of Proposals.
- H. Materials which are necessary in the work, but which are not specifically referred to in the Specifications, but implied by the Contract, shall be furnished by the Offeror at his own cost and expense, and shall be such as will correspond with the general character of the work, as may be determined by the Engineer, whose decisions as to the necessity for and character of such materials shall be final and conclusive. It is the intent of these Specifications to produce a complete, finished job whether shown in every detail or not.
- I. This is a request for a bid for a one (1) year contract, however, the City, at its sole discretion, may choose to extend the contract and allow a renewal for Years 2 and Year 3 of the contract term.

Continue to next page for part 2

## PART 2 – PRODUCTS

Estimated quantities needed (in Year 1) for water meters with MIUs and all associated equipment and supplies:

	Size	Total
Residential		
	3/4"	110
	5/8" x 1/2"	1,012
<b>Sub-Total:</b>		1,122
Commercial		
	1"	157
	1.5"	40
	2"	33
	3"	51
	4"	34
	6"	3
<b>Sub-Total:</b>		318
<b>Grand Total:</b>		1,440

## PART 3 – EXECUTION (NOT USED)

### END OF SECTION 01010

#### **Background:**

Pursuant to M.G.L. c. 30B, the City seeks to procure the supply, delivery, management and billing interface of Residential and Commercial single-jet water meters, cellular integral digital registers, and related cellular support for a complete metering and cellular-based meter reading system that includes functionality with WaterScope water management software.

The Somerville Water and Sewer Department is responsible for maintaining, repairing and improving the City's 118 miles of water mains, 1,500 fire hydrants and ~15,600 water service connections and meters, ensuring high-quality and dependable service.

Since 2013, the City has utilized Metron-Farnier solutions. In 2016, all commercial meters were standardized to Metron-Farnier water meters and read technologies. All residential meters were standardized in 2021.

Since 2022, the City of Somerville has been engaged in a comprehensive water meter replacement program aimed at modernizing its water metering infrastructure. Project goals are to improve meter accuracy, efficiency, revenues and customer service. As part of this initiative, approximately 91% of water meter accounts have been successfully upgraded and less than 9% of the remaining accounts are pending replacement. Approximately 1,500 old water meters and read devices are experiencing failure and need to be replaced.

Mass Installation, Inc. (MII) was awarded RFP #22-07 2021 “City-wide Water Meter Replacement Meters and Parts” to supply Metron-Farnier Single Jet Cold Water Meters with cellular Advanced Metering Analytics to the City. The obligations under the existing equipment contract have been fulfilled, all meters have been supplied, and all money allocated under the current contract will soon be exhausted.

Throughout the first three years of the project, the City has made significant financial investments in the deployment of Metron-Farnier water meters with cellular based advanced metering analytics technology. The City’s new meters include cellular registers that include the WaterScope software, Metron’s proprietary product. This technology provides real-time data, leak detection, and enhanced customer service capabilities. These features are integral to the City's objectives of improving water management and customer service.

Ensuring continuity and compatibility with the City’s investment is critical. The awarded vendor must be capable of ensuring that there will be no integration challenges, increased costs, or disruptions to service during this final phase of the project.

# **Technical Specifications**

## **CELLULAR BASED ADVANCED METERING ANALYTICS DETAILED SPECIFICATIONS**

The single-jet meters shall be equipped with cellular enabled registers offering direct communication through existing cellular networks to provide City with necessary meter reads and interval data for the various uses described below. Supplier shall supply cellular registers capable of communicating through different Cat-M1 LTE carriers to minimize the possibility of “no service” cellular areas and capable of providing one (1) minute data resolutions.

The Cellular Based Advanced Metering Analytics (AMA) system software must provide a direct interface to the City of Somerville utility billing system (UBS). The software must provide the interface, account syncing and verification, utility management reports, and serve as the focal point for two-way communication between the City customer service representatives (CSR's) and the metering endpoints. The Proposer will be required to contact the UBS provider, any cost associated with making the interface connection between the Proposer provided AMA system and the City provided UBS will be paid by the City.

A user-friendly software format will be provided by the successful Proposer (Contractor) that provides access to all the primary functions of the AMA system. No personally identifiable customer information will be stored in the AMA system; all this data will remain in the care, and custody of the City's utility billing system. An interface will be developed by the Contractor that permits file download and upload between the AMA software and the City utility billing software in a seamless fashion. Once completed, file transfer should easily be performed by City CSR's and also have the ability to be automatically scheduled with no CSR interaction.

A mapping tool technique will be provided that permits the City to track and edit any activity within the AMA software environment. This tool shall permit the CSR's to create report headers, footers, and adjust, or limit, data field widths. The tool shall also allow the CSR's to test sample files downloaded from the billing system and upload files for operational verification.

### **Billing Operation**

The majority of interaction between the CSR's and billing cycle process should be fully automated. The CSR's will primarily focus their attention on regular updates to the AMA platform regarding new installations, shut-offs and service disconnects. The general billing cycle process shall allow:

- 1) CSR's to create download files of all current accounts on the AMA network. These files should be created on a daily basis to facilitate staggered billing cycles.
- 2) CSR's to update and account records and load them into the AMA platform.
- 3) CSR's to load updated files into meter data management tables for report generation and facilitating the billing process.
- 4) CSR's to identify meters having alert flags and process accordingly.

### **Daily Reports**

Once the data process is configured and scheduled, a daily report must be generated to record all functions performed the prior day. Reports should show a status and time, synced through the atomic clock, for each function within the process. The CSR's should get an immediate snapshot

of the system status and any priority problems to address. Reports should be configured to permit Email to a list of management personnel or to simply print out at a specific time. There should also be a provision to produce additional reports for functions such as maintenance so field service can be scheduled in the most efficient manner.

### **Additional Specifications for Cellular Based Advanced Metering Analytics (AMA) System**

- System shall utilize an existing cellular network to backhaul data directly from the meter to cloud based storage.
- No additional infrastructure shall be required; no data collectors will be permitted.
- Manufacturer must be able to provide RSSI (signal strength) value for specific meter locations prior to installation with nothing more than GIS coordinates or an address.
- All data must be channeled through a VPN (virtual private network) within the cellular network for data security.

### **Electronic Registers**

- All new meters shall include an 8-digit electronic register that includes an embedded cell modem for communications.
- The electronic registers shall store the most recent 32,000 points of data usage in one (1) minute intervals, continuously without effect on the battery life, with resolution down to one magnetic turn of the measuring element of the meter. Vendor shall include proof of resolution for all specified meter types supplied and meters to be retrofitted in the field.
- Registers shall include on-board data storage for interval consumption data at a minimum of 111 days that can be accessed via a field tablet for additional customer service.
- Registers shall communicate with cellular network daily to upload reading data, usage data, and to synchronize their internal clocks. All meter readings must be synchronized to within 1 second of the atomic clock and be time stamped at midnight for all daily meter status and meter reading transmission.
- During daily communications, the register shall also perform any required two way functions such as backfilling no fewer than 9 days of missing interval data, accepting reconfiguration commands and allowing for periodic firmware updates.
- Registers must have no moving parts, induce zero drag on the measuring element and improve low flow accuracy. Vendor shall include proof of accuracy improvement.
- Register manufacturer must certify that the calibration of the meter will not be materially changed with the new register installed.
- Register must be capable of sending real-time high usage, leak or other custom alerts.

### **Remote Cellular Based Transceivers**

- Remote Transceivers shall be used when electronic registers already exist and retrofitting those registers is not desirable.
- Remote transceivers shall be compatible with and accept the electronic encoded register output as well as pulse output registers. (Badger, Neptune, Sensus, Elster, MasterMeter and Zenner)
- Remote Transceiver shall provide the same storage and functionality as the integral electronic registers described above.
- Remote Transceivers shall include an eight-digit LCD display of the meter read.

### **Cloud Based Storage**

- Reading and Interval Data shall be stored in a cloud-based database administered by the manufacturer that has security measures equal or greater than Microsoft Azure.
- Software shall be located at the Utility billing office to synchronize private customer data such as name, address etc. with cloud storage of reading and interval data.
- The Manufacturer shall create the software upload conversion file which shall be compatible with the City's existing billing software.
- Cloud storage shall store usage data for a period of at least one (2) years.

### **Data Accessibility**

The Utility shall have complete access to all usage data for each end customer of the City for purposes of:

- ☐ • billing dispute resolution
- ☐ • leak detection
- ☐ • excessive usage detection
- ☐ • back-flow detection
- ☐ • monitoring and enforcing irrigation restrictions by address and/or time/day
- ☐ • disabled meter detection
- ☐ • High and Low Temperature (registers must have thermal-coupling)
- The Manufacturer shall provide web-based, user-friendly software for use by utility personnel.
- The Manufacturer shall provide the City with the ability to grant customers web-based access to view their own usage data at no additional cost to the utility.
- The Manufacture shall develop and offer to utility a suite of reporting tools for mining the cloud usage database in order to reduce system losses, reduce unaccounted for water, enforce usage restrictions, etc.

For security purposes, the City shall retain sole possession of all private customer data such as name and address. This private data shall remain on site at the City and access by the manufacturer shall not be required.

### **Cellular Meter Registers**

Meter registers shall have embedded cell modems that communicate meter reads and interval usage data through existing cellular network daily. Water usage data intervals must be a minimum of 5 minutes usage as is required for system flow rate analytics, irrigation analysis, peak demand determination and accurate unaccounted for water analytics. Systems offering 15, 30, 60 interval usage data will not be considered due to lack of granularity necessary for the analytics. Registers shall have on board memory to store more than 100 days of interval data in order to "back fill" any missing interval data due to any missed transmissions.

Registers shall record the smallest "changes of state" of the meter chamber magnet utilizing robust tunneling magneto resistive sensors to maximize analytic resolution. Reading network

shall be limited to cellular carrier only. No single purpose, wireless meter reading networks involving proprietary network infrastructure shall be considered. Cellular endpoint shall display signal strength on LCD display at installation to ensure desired connectivity.

1. The registers shall be a solid-state liquid filled crystal display (LCD) or solid-state LCD with built-in cellular technology for reading data upload to a web-based cloud environment
  - (a) All data transmitted shall be the property of the City for a minimum of ten years
  - (b) Cellular network charges, SaaS (Software as a Service) and Naas (Network as a Service) must be included in the pricing to provide ten years of service.
  - (c) Cellular network connectivity must be guaranteed for ten years without any device upgrade costs.
2. The register's housing and lid, if applicable, shall be made of bronze or polymer.
3. The registers shall be sealed permanently against moisture and dirt with an IP68 rating.
4. The registers shall be a solid-state electronic LCD type.
5. The registers shall be magnetically driven. No intermediate gearing shall be allowed.
6. The registers shall be tamper proof and secured to the main case in such a manner that a tamper ring can be easily detected.
7. The registers shall be configurable for either cubic feet or gallons upon request before or after being installed by the manufacturer or the City.
8. The registers lens window shall be Tritan plastic and in accordance with the following:
  - (a) The lens window shall be break resistant and scratch resistant,
  - (b) No liquid filled registers shall be accepted,
  - (c) UV rated cure adhesive for sealing,
  - (d) Urethane is required for all wire connections (potting).
  - (e) The register shall be able to withstand 100 % humidity (submersible), and
  - (f) The display shall have a minimum range of 0-degrees Fahrenheit (F) to +140-degrees F.
9. The registers shall have on-board data logging with programmable intervals for either 1-minute or 5 minutes and on-board memory of at least 65,000-data points.
10. The registers shall be field serviceable without interruption of the meter's operation-ability to allow water flow.
11. The register box must be securely attached to the main case and be securely held in place.
12. The name of the manufacturer and the units of measure shall be clearly visible and identifiable and located on the exterior of the register, register box or lid.



13. The register shall be supplied mounted to the meter body.
14. All internal components shall be of non-corrosive materials as proclaimed by AWWA C7 12 standard.
15. Such device to be available from and supported by the meter manufacturer for a period of at least 10-years.

### **Cloud-based Data Collection**

In order to reduce internal IT demands on the City, vendor shall provide cloud storage of reading and interval data. Reading data shall be provided, on demand, to the City in a file format compatible with the City's existing billing system from the cloud-based server. Cloud server shall store a minimum of three years' individual meter usage data at 5 minute or smaller intervals from each metered service for future analytic purposes.

### **Data Access**

All City departments that desire access to water usage information shall be granted access through vendor portal. The City's system administrator shall determine the user's level of access to the different tools within the cloud portal.

Utility customers shall also have access to manage their own water usage but have access limited to only the data associated with their particular accounts.

### **Alerts**

System shall provide same day alerts to City Staff as well utility customers, if desired, of costly or dangerous conditions including, but not limited to:

1. Continuous Leak - Constant use of Water
2. Threshold Leak - Constant use of Water above a City defined Flow Rate in gpm
3. Intermittent Leak - High Flow Rate, Short duration (< 1 hr) leaks consistent with leaking toilet valves
4. Unauthorized Use - Metered use on services that should not have use
5. Threshold Backflow - Reverse flow above a defined volume that can be hazardous
6. Zero Use – Triggered on a City selected period of no use. Useful for tamper detection and meter issues
7. Irrigation Violation – Alert triggered on probable irrigation event occurring at wrong time of day or on a prohibited day
8. Potential Freeze Warning - Alert when water Temperature drops below 36 degrees.
9. Low Battery Alert - notification sent 6 months prior to battery end-of-life.

### **Warranty:**

The manufacturer and/or vendor shall furnish a warranty for the water meter registers that states that the water meter registers shall be free from all defects in materials and workmanship under normal use in accordance with the following requirements:

- (a) Registers which are supplied with the water meters for a minimum of ten (10) year time period from time of delivery.

### **Acceptable Cellular Based Meter Reading Manufacturer(s):**

Metron-Farnier

- Innov8 VN Digital Register with Embedded Cellular Technology
- Or equal

## **SPECIFICATIONS FOR 5/8"- 1" COLD WATER METERS, SINGLE-JET TYPE, MAGNETICALLY DRIVEN, WITH CELLULAR BASED METER READING REGISTER**

The City of Somerville has selected the single-jet style meter for all City water services due to its extreme low flow sensitivity and its ability to pass some level of debris entrapped in the water system. The water system at Somerville is very old and normal valve operation and flushing tends to dislodge small pieces of debris and sediment that stops other style water meters. For this reason, only meters meeting the AWWA C 712 standard are acceptable. Any meters presented that can meet, exceed, or are equal in capacity and performance will be considered. Positive displacement or battery powered (electronic) meters will not be considered.

### **Project Requirements:**

#### **Work Includes:**

Furnish all materials, equipment, and incidentals necessary to supply single-jet cold water meters and cellular integral digital registers, including meters and registers for pit applications.

#### **Quality Assurance:**

All meters and cellular based registers systems shall be the products of the same manufacturer. Meter manufacturers must have been manufacturing meters for at least ten (10) years and shall have a minimum of five (5) years production experience with all sizes of the model quoted for model standardization.

All meters and cellular integral registers shall allow for and be compatible with future upgrades of the manufacturer's product and be the manufacturer's most recent model for the meter and registers specified herein.

Proposers must submit an affidavit of compliance from the manufacturer that the meters furnished comply with all applicable requirements of this specification. Failure to meet any part of the specification shall be sufficient cause for rejection.

#### **Products:**

This specification covers cold water meters in sizes 5/8", 5/8" x 3/4", 3/4" x 3/4", 1", and the materials and workmanship employed in their fabrication. The meters must be of the type known as single-jet type meters, which perform and measure accurately with sand and debris in the water. Meters shall conform to AWWA C712 standard, or latest revision.

#### **Size:**

The physical characteristics for the nominal size of meters:

- 5/8" X 1/2" = 3/4" Straight Meter Thread, 7.5" Overall Length, Face-to-face.
- 5/8" X 3/4" = 1" Straight Meter Thread, 7.5" Overall Length, Face-to-face.
- 3/4" X 3/4" = 1" Straight Meter Thread, 9" Overall Length, Face-to-face.
- 1" X 1" = 1.25" Straight Meter Thread, 10 3/4" Overall Length, Face-to-face.

#### **Capacity:**

The nominal capacity ratings and the related pressure loss limits shall be those shown below:

- 5/8" X 1/2", 5/8" X 3/4" = 1/4 to 30 GPM, Maximum
- 3/4" = 1/2 to 30 GPM, Maximum.
- 1" = 1 to 70 GPM, Maximum

**Cases:**

All meters shall have an outer case with separate, removable measuring element. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis. Connection flanges shall be parallel. Main cases shall be of a copper alloy containing not less than 75 percent copper as stated in American Water Works Association Standard C700 or may be of non-corrosive composite material. Both considerations must be in full compliance with NSF-61 Standards as of January 2022. 5/8", 5/8" X 3/4", 3/4" X 3/4", and 1" Meters shall have a composite meter chamber.

**Connections for 5/8", 5/8" X 3/4", 3/4" X 3/4", and 1" Meters:**

**Main-Case Connections**

Main-case connections for meters 5/8", 5/8 X 3/4", 3/4" X 3/4", and 1" sizes shall be meter casing spuds having external straight threads conforming to American National Standard Institute (ANSI) B2.1 as far as the specifications apply. Main case shall be of top load design to facilitate meter access.

**Coupling Tailpieces**

Coupling tailpieces (City supplied) needed for the single-jet meters shall have internal taper pipe threads conforming to (ANSI) B2.1 and internal diameters that are approximately equal to the nominal thread size of the tailpieces.

**Registration Accuracy:**

The meters shall meet the flow requirements as listed under the AWWA C712 standard for Single-jet water meters, or better.

**Pressure Requirement:**

Meters supplied under this specification shall operate without leakage or damage to any part at a working pressure of 150 psi.

**Workmanship and Materials:**

All meters shall carry, at a minimum, the following published guarantees. All meters shall be guaranteed for one (1) year on workmanship and materials. The meters shall be guaranteed to meet AWWA New Meter Accuracy Standards for a period of five (5) years. At the expiration of this period, the meters shall be guaranteed to meet AWWA Repaired Meter Accuracy Standards for fifteen (15) years. Cellular integral registers shall be guaranteed for at least ten (10) years from the date of installation. All guarantees are the responsibility of the manufacturer.

All water meters shall have parts assembled in the United States of America and castings done in a country on the designated list for the Buy American Act as follows.

- (a) Cast shall mean molten metal poured into a mold to create Casting(s) for a finished product,
- (b) Incidental parts may be purchased/obtained from other countries to provide a finished product, in accordance with these Material Specifications, and
- (c) Assembled shall mean castings and sourced parts are put together to build a finished product, or
- (d) The finished product shall be sold and shipped from a company headquartered in the United States of America.

**Warranty:**

The manufacturer and/or vendor shall furnish a warranty for the water meters that states that the water meters shall be free from all defects in materials and workmanship under normal use in accordance with the following requirements:

- (a) Lead-free brass main case for a minimum twenty (20) year period chrome time of delivery,
- (b) All other components which are supplied with the water meter installation for five (5) year period from time of delivery,
- (c) The supplier of the Water Meter Unit shall be fully responsible for all components and warranties of the Water Meter unit and shall replace and/or repair defective parts or the whole water meter.

**Meter Numbers:**

The meter serial number shall be plainly stamped under the meter register or on meter main case and shall be easily visible from above the meter. Dimpled type stamping methods on the main case are not acceptable. A bar code shall also be affixed to each meter for electronic inventory tracking. Manufacturer's serial numbers shall run consecutively for each meter in the group ordered and shall be stamped on the top of the register or register cap.

**Bottom Plates:**

Not Applicable

**Chambers:**

Chambers shall be made of copper alloy containing not less than 85 percent copper or of a suitable synthetic polymer. The impeller shall rotate on a vertical axis and permit minor sand, silt, or debris to pass through the meter without stopping the meter or interfering with the meter accuracy.

**Measuring Chamber Impeller:**

Measuring chamber impeller shall be of a hardened polymer and resistant to abrasion or breakage. Meters shall utilize only one (1) measuring element, which shall be impeller style, to achieve the performance required. No meters using two (2) or more measuring elements, such as combination meters or compound meters shall be accepted; 100% of water flow must be directly measured by the single-jet element to achieve performance; propeller type or proportional meters shall not be accepted and sampling meters such as ultrasonic and magnetic meters shall not be accepted.

**Drive Spindle:**

Upshaft or drive spindle shall be made of tungsten carbide and pivot on a sapphire type bearing. The driving magnet shall be securely fastened to drive spindle in a manner preventing loss of magnetic connection during normal operation of the water meter.

**External Fasteners:**

All external fasteners, if applicable, shall be stainless steel as described in American Water Works Association standard C700.

**Tests:**

All meters shall comply with American Water Works Association test requirements for new cold water inferential type water meters. Each meter shall be furnished with a tag, attached to the meter, identifying the meter by manufacturer's serial number and, preferably, a bar code representation of the meter serial number. A test record shall accompany each new meter.

**Acceptable Water Meter Manufacturer(s) and Models:**

Metron-Farnier Spectrum

- 5/8" X 1/2" Spectrum 30D - NPSM Composite
- 5/8" X 3/4" Spectrum 30D - NPSM Composite
- 3/4" X 3/4" Spectrum 30D - NPSM Composite
- 1" Spectrum 30D, Bronze Alloy or Composite, NSF 61
- Or equal

## **SPECIFICATIONS 1 1/2" to 6" COLD WATER METERS, SINGLE-JET TYPE, MAGNETICALLY DRIVEN, WITH CELLULAR BASED METER READING REGISTER**

### **Quality Assurance:**

All meters and encoder systems shall be the products of the same manufacturer. The encoder system shall have been in service in the United States for at least five (5) years. Meter manufacturers must have been manufacturing meters for at least ten (10) years and shall have a minimum of five (5) years production experience with all sizes of the model quoted for model standardization.

All meters and meter encoder registers shall allow for and be compatible with future upgrades of the manufacturer's product and be the manufacturer's most recent model for the meter and registers specified herein.

Proposers must submit an affidavit of compliance from the manufacturer that the meters furnished comply with all applicable requirements of this specification. Failure to meet any part of the specification shall be sufficient cause for rejection.

### **Products:**

This specification covers commercial single-jet water meters in sizes 1 1/2", 2", 3", 4", and 6" along with the materials and workmanship employed in their fabrication. The inferential meters must be of the type known as single-jet type meters, which perform and measure accurately with sand and debris in the water. Meters shall conform to AWWA C712 standard or latest revision.

### **Size:**

The operating and physical characteristics shown in Table 1 and Table 2 shall determine the nominal size of meters.

### **Capacity:**

The nominal capacity ratings and the related pressure loss limits shall be those shown in Table 1 for the safe maximum operating capacities.

### **Length:**

The lengths of the meters shall be the face-to-face dimensions of the spuds shown in Table 2.

### **Cases:**

All meters shall have an outer case with separate, removable measuring element. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis. Connection flanges shall be parallel.

### **Connections for 1 1/2" through 6" Meters:**

Main-case connection for meters 1 1/2" or larger shall be flanged. Flanges for the 1-1/2" and 2" size meter assemblies shall be of the 2-bolt oval flange configuration.

The 3" through 6" size meter assemblies shall have flanges of the Class 125 round type, flat faced and shall conform to ANSI B16.1 for specified diameter, drilling and thickness.

**Registration Accuracy:**

The meters shall meet the following requirements for accuracy:

At any flow rate within normal test flow limits specified in Table 1, the meter shall register not less than 98.5% and not more than 101.5% of the water actually passed through the meter.

At the minimum test flow rate specified in Table 1, the 1 ½", 2", 3", and 4" meters shall register not less than 95% and not more than 101.5% of the water actually passed through the meter.

**Pressure Requirement:**

Meters supplied under this specification shall operate without leakage or damage to any part at a working pressure of 150 psi.

**Workmanship and Materials:**

All meters shall carry, at a minimum, the following published guarantees. All meters shall be guaranteed for one (1) year on workmanship and materials. The meters shall be guaranteed to meet AWWA New Meter Accuracy Standards for a period of five (5) years. At the expiration of this period, the meters shall be guaranteed to meet AWWA Repaired Meter Accuracy Standards for fifteen (15) years. Registers shall be guaranteed for at least ten (10) years from the date of installation. All guarantees are the responsibility of the manufacturer.

All water meters shall have parts assembled in the United States of America and castings done in a country on the designated list for the Buy American Act as follows.

- (a) Cast shall mean molten metal poured into a mold to create Casting(s) for a finished product,
- (b) Incidental parts may be purchased/obtained from other countries to provide a finished product, in accordance with these Material Specifications, and
- (c) Assembled shall mean castings and sourced parts are put together to build a finished product, or
- (d) The finished product shall be sold and shipped from a company headquartered in the United States of America.

**Warranty:**

The manufacturer and/or vendor shall furnish a warranty for the water meters that states that the water meters shall be free from all defects in materials and workmanship under normal use in accordance with the following requirements:

- (a) Lead-free brass main case for a minimum twenty (20) year period chrome time of delivery,
- (b) All other components which are supplied with the water meter installation for five (5) year period from time of delivery,
- (c) The supplier of the Water Meter Unit shall be fully responsible for all components and warranties of the Water Meter unit and shall replace and/or repair defective parts or the whole water meter.



**Main Cases:**

Main cases shall be of a copper alloy containing not less than 75 percent copper as stated in American Water Works Association Standard C700 or may be of non-corrosive composite material. Both considerations must be in full compliance with NSF-61 Standards as of January 2022. Main case shall be of top load design to facilitate meter access.

**Register Boxes:**

All register boxes shall be equipped with a register cap that shall completely cover the register lens. The magnetic drive register and gear train shall be encased by the register housing and permanently sealed at the factory.

**Meter Numbers:**

The meter serial number shall be plainly stamped on the meter register or meter main case and shall be easily visible from above the meter. Dimpled type stamping methods on the main case are not acceptable. Paper or plastic number labels affixed to the register are not acceptable. Manufacturer's serial numbers shall run consecutively for each meter in the group ordered and shall be stamped on the top of the register or register cap.

**Bottom Plates:**

Not Accepted - top load style only.

**Chambers:**

Chambers shall be made of copper alloy containing not less than 85 percent copper or of a suitable synthetic polymer. The impeller shall rotate on a vertical axis and permit minor sand, silt, or debris to pass through the meter without stopping the meter or interfering with the meter accuracy.

**Measuring Chamber Impeller:**

Measuring chamber impeller shall be of a hardened polymer and resistant to abrasion or breakage. Meters shall utilize only one (1) measuring element, which shall be impeller style, to achieve the performance required. No meters using two (2) or more measuring elements, such as combination meters or compound meters shall be accepted; 100% of water flow must be directly measured by the single-jet element to achieve performance; propeller type or proportional meters shall not be accepted and sampling meters such as ultrasonic and magnetic meters shall not be accepted.

**Drive Spindle:**

Upshaft or drive spindle shall be made of tungsten carbide and pivot on a sapphire type bearing. The driving magnet shall be securely fastened to drive spindle in a manner preventing loss of magnetic connection during normal operation of the water meter.

**External Fasteners:**

All external fasteners, if applicable, shall be stainless steel as described in American Water Works Association standard C700.

**Tests:**

All meters shall comply with American Water Works Association test requirements for new cold water inferential type water meters. Each meter shall be furnished with a tag, attached to the meter, identifying the meter by manufacturer's serial number and, preferably, a bar code representation of the meter serial number. A test record shall accompany each new meter.

**Acceptable Manufacturer(s) and Models:**

Metron-Farnier Spectrum

- 1 ½" Spectrum 88D
- 2" Spectrum 130D
- 3" Spectrum 175D, 500D
- 4" Spectrum 500D, 1000D
- 6" Spectrum 1000D
- Or equal

**TABLE 1**

Meter Performance

The table below shows the minimum acceptable accuracy range of the water meters specified.

<b>Meter Size</b>	<b>Low Flow Accuracy</b> (95%-101%)	<b>Normal Operating</b> Range (98.5%-101%)
5/8" x 3/4"	0.1 gpm	0.25-30 gpm
3/4" x 3/4"	0.125 gpm	0.125 to 30 gpm
1"	0.25 gpm	0.25-70 gpm
1.5"	0.25 gpm	0.25-105 gpm
2"	0.25 gpm	0.25 - 175 gpm
3"	0.25 gpm	0.25 - 350 gpm
4"	0.25 gpm	.25 - 500 gpm
6"	.75 gpm	.75 - 1000 gpm

**TABLE 2**

<b>Meter Size</b>	<b>Body Material</b>
5/8" x 3/4"	Fiberglass Composite
3/4" x 3/4"	Fiberglass Composite
1"	Lead free Copper Alloy or Fiberglass Composite
1.5"	Lead free Copper Alloy
2"	Lead free Copper Alloy
3"	Lead free Copper Alloy
4"	Lead free Copper Alloy
6"	Lead free Copper Alloy

**SPECIFICATIONS 6" to 8" COLD WATER METERS, SINGLE-JET TYPE,  
MAGNETICALLY DRIVEN, WITH CELLULAR BASED METER READING  
REGISTER**

**Quality Assurance:**

All meters and encoder systems shall be the products of the same manufacturer. The encoder system shall have been in service in the United States for at least five (5) years. Meter manufacturers must have been manufacturing meters for at least ten (10) years and shall have a minimum of five (5) years production experience with all sizes of the model quoted for model standardization.

All meters and meter encoder registers shall allow for and be compatible with future upgrades of the manufacturer's product and be the manufacturer's most recent model for the meter and registers specified herein.

Proposers must submit an affidavit of compliance from the manufacturer that the meters furnished comply with all applicable requirements of this specification. Failure to meet any part of the specification shall be sufficient cause for rejection.

**Products:**

This specification covers commercial single-jet water meters in sizes 6" and 8" along with the materials and workmanship employed in their fabrication. The inferential meters must be of the type known as single-jet type meters, which perform and measure accurately with sand and debris in the water. Meters shall conform to AWWA C712 standard or latest revision.

**Capacity:**

The nominal capacity ratings and the related pressure loss limits shall be those shown in Table 1 for the safe maximum operating capacities.

**Length:**

The lengths of the meters shall be the face-to-face dimensions of the spuds shown in Table 2.

**Cases:**

All meters shall have an outer case with separate, removable measuring element. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis. Connection flanges shall be parallel.

**Registration Accuracy:**

The meters shall meet the following requirements for accuracy:

At any flow rate within normal test flow limits specified, the meter shall register not less than 98.5% and not more than 101.5% of the water actually passed through the meter.

At the minimum test flow rate specified, the meters shall register not less than 95% and not more than 101.5% of the water actually passed through the meter.

**Pressure Requirement:**

Meters supplied under this specification shall operate without leakage or damage to any part at a working pressure of 150 psi.

**Workmanship and Materials:**

All meters shall carry, at a minimum, the following published guarantees. All meters shall be guaranteed for one (1) year on workmanship and materials. The meters shall be guaranteed to meet AWWA New Meter Accuracy Standards for a period of five (5) years. At the expiration of this period, the meters shall be guaranteed to meet AWWA Repaired Meter Accuracy Standards for fifteen (15) years. Registers shall be guaranteed for at least ten (10) years from the date of installation. All guarantees are the responsibility of the manufacturer.

All water meters shall have parts assembled in the United States of America and castings done in a country on the designated list for the Buy American Act as follows.

- (e) Cast shall mean molten metal poured into a mold to create Casting(s) for a finished product,
- (f) Incidental parts may be purchased/obtained from other countries to provide a finished product, in accordance with these Material Specifications, and
- (g) Assembled shall mean castings and sourced parts are put together to build a finished product, or
- (h) The finished product shall be sold and shipped from a company headquartered in the United States of America.

**Warranty:**

The manufacturer and/or vendor shall furnish a warranty for the water meters that states that the water meters shall be free from all defects in materials and workmanship under normal use in accordance with the following requirements:

- (d) Lead-free brass main case for a minimum twenty (20) year period chrome time of delivery,
- (e) All other components which are supplied with the water meter installation for five (5) year period from time of delivery,
- (f) The supplier of the Water Meter Unit shall be fully responsible for all components and warranties of the Water Meter unit and shall replace and/or repair defective parts or the whole water meter.

**Main Cases:**

Main cases shall be of a copper alloy containing not less than 75 percent copper as stated in American Water Works Association Standard C700 or may be of non-corrosive composite material. Both considerations must be in full compliance with NSF-61 Standards as of January 2022. Main case shall be of top load design to facilitate meter access.

**Register Boxes:**

All register boxes shall be equipped with a register cap that shall completely cover the register lens. The magnetic drive register and gear train shall be encased by the register housing and permanently sealed at the factory.

**Meter Numbers:**

The meter serial number shall be plainly stamped on the meter register or meter main case and shall be easily visible from above the meter. Dimpled type stamping methods on the main case are not acceptable. Paper or plastic number labels affixed to the register are not acceptable. Manufacturer's serial numbers shall run consecutively for each meter in the group ordered and shall be stamped on the top of the register or register cap.

**Bottom Plates:**

Not Accepted - top load style only.

**Chambers:**

Chambers shall be made of copper alloy containing not less than 85 percent copper or of a suitable synthetic polymer. The impeller shall rotate on a vertical axis and permit minor sand, silt, or debris to pass through the meter without stopping the meter or interfering with accuracy.

**Measuring Chamber Impeller:**

Measuring chamber impeller shall be of a hardened polymer and resistant to abrasion or breakage. Meters shall utilize only one (1) measuring element, which shall be impeller style, to achieve the performance required. No meters using two (2) or more measuring elements, such as combination meters or compound meters shall be accepted; 100% of water flow must be directly measured by the single-jet element to achieve performance; propeller type or proportional meters shall not be accepted and meters such as ultrasonic and magnetic meters shall not be accepted.

**Drive Spindle:**

Upshaft or drive spindle shall be made of tungsten carbide and pivot on a sapphire type bearing. The driving magnet shall be securely fastened to drive spindle in a manner preventing loss of magnetic connection during normal operation of the water meter.

**External Fasteners:**

All external fasteners, if applicable, shall be stainless steel as described in American Water Works Association standard C700.

**Tests:**

All meters shall comply with American Water Works Association test requirements for new cold water inferential type water meters. Each meter shall be furnished with a tag, attached to the meter, identifying the meter by manufacturer's serial number and, preferably, a bar code representation of the meter serial number. A test record shall accompany each new meter.

**Acceptable Manufacturer(s) and Models:**

Metron-Farnier Spectrum

- 6" Enduro 2800D
- 8" Enduro 2800D
- 6" Enduro 3600D
- 8" Enduro 3600D

## 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 may disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 3, or a failure to respond to any of the following minimum standards, may result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Will the supplied water meters integrate with cellular-based Advanced Metering Analytics (AMA).		
2.	Will the water meters supplied arrive factory calibrated and meet or exceed the American Water Works Associations (AWWA) Accuracy Standards?		
3.	Are the meters offered compatible with the City's existing Automated Meter Reading (AMR) system, and require no additional integration cost?		
4.	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.		

In order to provide verification of affirmative responses to items 1 through 3 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 12/02/24 and ends on or about 12/03/25. 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 or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

**IFB Rebid # 25-20**  
**SECTION 3.0**  
**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 Meter Replacement Meters and Parts.

- The bids will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **11/25/24 by 10AM 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 4.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with all applicable laws, including but not limited to the [Somerville Wage Theft Ordinance](#).
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer 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 provide Unit Price for the following and include any additional fees not listed:**



**IFB Rebid 25-20 Price Form**

## Residential Meters

	Year 1			Year 2			Year 3		
Size	Est. Qty. Each	Unit Price	Total Price	Est. Qty. Each	Unit Price	Total Price	Est. Qty. Each	Unit Price	Total Price
3/4"	110	\$	\$	25	\$	\$	25	\$	\$
5/8" x 1/2"	1,012	\$	\$	100	\$	\$	100	\$	\$
<b>Total Per Year</b> Residential Meters	\$			\$			\$		
<b>Total for all 3 Years</b> Residential Meters	\$								

## Commercial Meters

	Year 1			Year 2			Year 3		
Size	Est. Qty. Each	Unit Price	Total Price	Est. Qty. Each	Unit Price	Total Price	Est. Qty. Each	Unit Price	Total Price
1"	200	\$	\$	50	\$	\$	50	\$	\$
1.5"	40	\$	\$	10	\$	\$	10	\$	\$
2"	33	\$	\$	5	\$	\$	5	\$	\$
3"	51	\$	\$	5	\$	\$	5	\$	\$
4"	34	\$	\$	5	\$	\$	5	\$	\$
6"	3	\$	\$	1	\$	\$	1	\$	\$
<b>Total Per Year</b> Commercial Meters	\$			\$			\$		
<b>Total for all 3 Years</b> Commercial Meters	\$								
<b>Grand Total per Year</b> Residential + Commercial Meters	\$			\$			\$		
<b>Bid Grand Total for all 3 Years</b> Grand Total per Year Yr.1 + Grand Total per Year Yr.2 + Grand Total per Year Yr.3		\$							

**Total Bid Amount in Figures:**

\$

**Total Bid Amount in Words:**

Principal / Project Manager

Associate

**Name of Company/Individual:**

**Address, City, State, Zip:**

**Tel #**

**Email:**

**Signature of Authorized  
Individual**

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.

**ACKNOWLEDGEMENT OF ADDENDA:**

**Addendum #1 \_\_\_\_ #2 \_\_\_\_ #3 \_\_\_\_ #4 \_\_\_\_ #5 \_\_\_\_ #6 \_\_\_\_ #7 \_\_\_\_ #8 \_\_\_\_ #9 \_\_\_\_ #10 \_\_\_\_**

**IFB Rebid # 25-20**  
**SECTION 4.0**  
Water Meter Replacement Meters and Parts  
**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 3.0)
- \_\_\_\_\_ 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)
- \_\_\_\_\_ Supplier Diversity Form
- \_\_\_\_\_ Vulnerable Road Users Ordinance
- \_\_\_\_\_ 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)



**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 7/1/2024 “Living Wage” shall be deemed to be an hourly wage of no less than \$17.72 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 Procurement & Contracting Services Department.

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

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

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

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

**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 **7/1/2024** is **\$17.72** per hour.

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 Procurement & Contracting Services Department directly.

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

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## **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:** \_\_\_\_\_





## **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)**



## **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:** \_\_\_\_\_

## **REFERENCE FORM**

Bidder: \_\_\_\_\_

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

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

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:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_



## **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:** \_\_\_\_\_



## 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 safeguard 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 Department of Public Works, at:

[fleetinspections@somervillema.gov](mailto:fleetinspections@somervillema.gov) or call 617-625-6600 ext. 5100

### 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.

\_\_\_\_\_  
Authorized Signatory's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

☐ Vehicles do not meet or exceed Class 3 GVWR

☐ Vehicles do not exceed 15 MPH

☐ No vehicles on project

☐ Other: \_\_\_\_\_

# 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 feet of or along side 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)

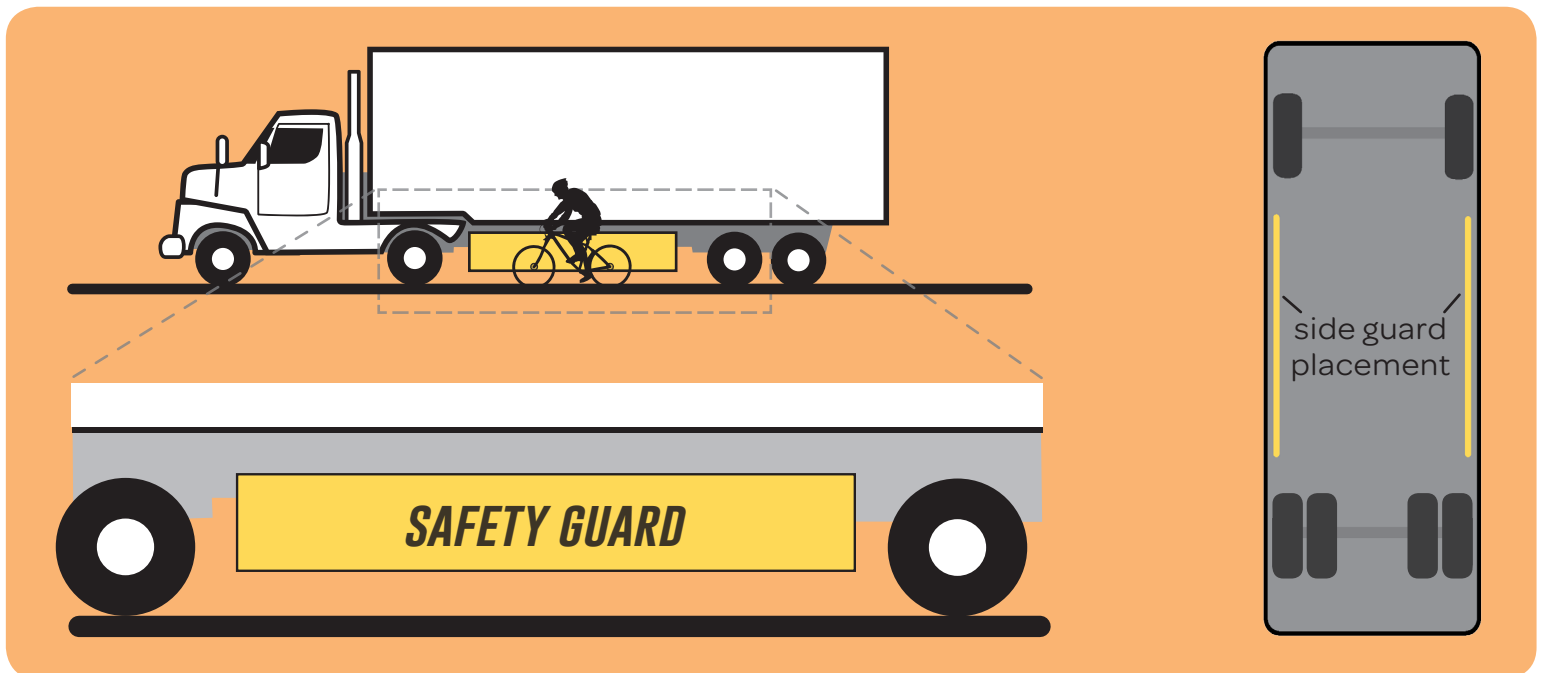


CITY OF SOMERVILLE

# 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.



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## 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.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



## 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 Chief Procurement Officer 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

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 Procurement and Contracting Services 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		NAIC #
	INSURER A:		
	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 \$

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



**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.