

If you have printed this bid from the City of Quincy's Website or through an email, it is your responsibility to check for addenda at www.quincyma.gov before you turn in your proposal.

"Please send an acknowledgment that you have printed out this bid via email to;

kimtrillcott@quincyma.gov" The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.

Thank you



INVITATION TO BID

CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK ST., QUINCY, MA 02169

The City of Quincy invites sealed bids/proposals for:

PUBLIC WORKS	SNOW TRANSPORTATION & DISPOSAL	JULY 7, 2016 @ 11:00 a.m.
PUBLIC WORKS	DEEP MINED ROCK SALT	JULY 7, 2016 @ 11:30 a.m.
PUBLIC WORKS	BITUMINOUS CONCRETE & CRUSHED STONE	JULY 7, 2016 @ 11:45 a.m.
PUBLIC WORKS	READY MIX CONCRETE & CDF	JULY 7, 2016 @ 12:00 p.m.

Detailed bid specifications for all above bids are available on-line at the City of Quincy's website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30^{AM} and 4:30^{PM}

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: purchasing@quincyma.gov Questions will be accepted until July 1, 2016 at 12:00 p.m.

Bids/Proposals must be in a sealed envelope. The outside of the sealed envelope is to be clearly marked "**BID ENCLOSED**" with time/date of bid call.

Firm bid prices will be given first consideration. Bids/Proposals will be received at the office of the Purchasing Agent until the time and date stated above, at which time and date they will be publicly opened and read. Late Bids/Proposals, delivered by mail or in person, will be rejected.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R.

The right is reserved to reject any or all bids or to accept any part of a bid or the one deemed best for the City and waive any informality in the bidding if it is in the best interest of the City to do so.

Thomas P. Koch, MAYOR

Kathryn R. Hobin, PURCHASING AGENT

LEGAL: JUNE 13, 2016
LEGAL: JUNE 16, 2016

GOODS AND SERVICE
P.O. # S070716

DEPT. CHARGED: DPW



CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK STREET, QUINCY, MA 02169

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: JUNE 16, 2016
Bid Call: JULY 7, 2016 @ 11:45 A.M.
Department: PUBLIC WORKS DEPARTMENT
Subject: BITUMINOUS CONCRETE & CRUSHED STONE

1. Certified check or 5% bid bond is **not** required..... (Paragraph 1, line 09-17)
2. A 100 % Payment and Performance Bond is **not** required..... (Paragraph 1, line 24-29)
3. Quantities..... (Paragraph 4, line 51-52)
4. Samples must be supplied when requested..... (Paragraph 6, line 10-15)
5. Be sure **PROPOSAL SHEET 5 OF 5 IS SIGNED AND COMPLETED.** If not the bid may not be accepted.
6. **DO NOT SEPARATE ANY SHEET FROM THIS BID CALL.**
7. All prices are to include delivery F.O.B. destination unless noted otherwise.
8. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "**OR APPROVED EQUAL**" follow.
9. All vendors must acknowledge in writing receipt of any addenda.
10. **Every bid delivered must contain one original and at least one copy.**

* TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS
GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

M.G.L. CHAPTERS 30B, CHAPTER 149, CHAPTER 30, SECTIONS 39A, 39B AND 39F-R.
M.G.L. AND CHAPTER 149, AS AMENDED

In the event of any inconsistency between the bid, Information for Bidders, Bid Forms, Conditions or any other Contract Document or potential Contract Document and these statutes; or any other applicable statutes, by-laws or regulations existing on the date on which the bid is submitted, then the statute, by-laws or regulations shall govern. Such inconsistency shall not be grounds for invalidating this invitation to bid.

NOTICE TO BIDDERS

If applicable: The successful bidder will be required to conform to the payment of Prevailing Wage Rates, as determined by the Commissioner of Labor & Industries under the provision of M.G.L., Chap. 149, Sect. 26 to 27D as amended.

DATE: _____

SPECS DEEP MINED ROCK SALT

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association
or Partnership

(Contractor's Name)

Federal Tax ID Number, or
Social Security Number

By:

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

(NAME)

(OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY)

(NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ CORPORATE SEAL

REFERENCE LIST

All vendors are to fill out the following reference form, and submit it with the bid package.

Reference #1 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Reference #2 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Reference #3 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Reference #4 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

**CERTIFICATION OF GENERAL BIDDERS ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations application to awards made subject to section 44A.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

Name of General Bidder

By _____
Signature

Print name and title

Business Address

Street Address City and State

**CERTIFICATION OF SUB- BIDDERS (IF ANY) ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupation Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under penalties of perjury that this subbid is in all responses bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

Name of Sub-bidder

By _____
Signature

Print Name and Title

Business Name

Street Address, City and State



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060

Fax: (617) 376-1074

CERTIFICATE OF NON – COLLUSION

The undersigned 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.

(Name of person signing bid or proposal)
(Please print)

(Signature required)

(Name of business)

INDEMNITY AGREEMENT

In consideration of the award of Contract No. _____
by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

By Duly Authorized Agent

Date: _____



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060
Fax: (617) 376-1074

CERTIFICATION RELATING TO DEBARMENT AND SUSPENSION

The undersigned contractor certifies to the City of Quincy that neither it nor its principals, officers or any affiliated entities has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction in accordance with the requirements of OMB Circular A-87 and with Executive Order 12549, "Debarment and Suspension."

Furthermore, the contractor certifies that it shall not make any subcontract or permit any subcontract to be made with any party which is debarred or suspended or is otherwise excluded in accordance with said OMB Circular and with Executive Order 12549.

This certification shall be for the benefit of the City of Quincy and its successors and/or assigns and is binding upon the contractor, its successors and assigned.

Executed under seal this ____ day of _____

Contractor Signature
By its duly authorized agent,

Contract Number _____

(Authorized Signature)

Bituminous Concrete & Crushed Stone



City of Quincy
Department of Public Works
55 Sea Street
Quincy, MA
02169

Specifications for Bituminous Concrete and Crushed Stone

Due:

July 7, 2016 @ 11:45 a.m.

Thomas P. Koch
Mayor

Kathryn R. Hobin
Purchasing Agent

**PURCHASING DEPARTMENT
1305 HANCOCK STREET
QUINCY, MA 02169**

**DETAILED SPECIFICATIONS AND REQUIREMENTS FOR
BITUMINOUS CONCRETE & CRUSHED STONE**

Bids are being solicited for the delivery of Bituminous Concrete and Crushed Stone, as required by various City Departments. This contract will be for one year and commence on the date that the contract is fully executed.

CERTIFICATION OF DELIVERIES:

- (A.) Each truck delivery shall be accompanied by a sworn certificate, of weight/measurement of gallons, which shall be supplied by the Contractor.
- (B.) These certificates shall show the name and address of the Department to whom the delivery is being made; the material weight/measure for delivery, the date of delivery, the vehicle registration and the gross tare and net weight/measure plus the signature and license number of weigher.
- (C.) All original sworn certificates of Weights at origin shall be attached to Contractor's Certificate of weight at the time and place of delivery and shall be surrendered to the City of Quincy.
- (D.) The definition of sworn certificate is understood to be, "An official document stating (by guarantee) something to be a fact, offered as an attestation of truth or proof of good intentions, same as giving legal testimony under oath.

DELIVERY REQUIREMENTS:

- (A.) All delivery slips must be marked with the time and date the trucks leave the Contractor's plant for the designated job site.
- (B.) All loads of Bituminous Concrete shall be covered and the covers shall not be removed until the trucks are unloaded.
- (C.) The City, through its DPW Commissioner or designated agent at the job site, reserves the right to reject any and all loads which do not satisfy the specifications: i.e. cold, burned, not type ordered, etc.
- (D.) Any load or portion thereof, which has been unloaded/placed and found to be unsuitable, shall be replaced at no cost to the City.

IMPORTANT NOTE:

1. The City reserves the right to increase or decrease the quantity of any class or portion of the material as may be deemed necessary or expedient by the City of Quincy for the duration of the contract.
2. An increase or decrease in the quantity of any item shall not be considered as cause for an increase or decrease in price(s).
3. It is mandatory for all bidders to be fully informed of all and comply with existing and future State and National Laws and Municipal or Town Ordinances.
4. Before the award of the contract any bidder may be required to show evidence of necessary equipment, storage facilities, experience, ability and financial resources to furnish the materials and to be able to perform the work in a satisfactory manner within the time stipulated, and that he has had experience in performing under a contract of the same or similar nature. The City of Quincy reserves the right to refuse the award of the Contract to any bidder whom, in the opinion of the Purchasing Agent, fails to meet these requirements.
5. The Contractor shall give his constant, personal attention to the faithful execution of the work, shall maintain the work under his personal control, and shall not assign by Power of Attorney or otherwise sublet the work or any part thereof without previous written consent of the City of Quincy, and shall not either legally or equitably assign any of the monies payable under this agreement, or his claim thereto, unless by and with the written consent of the City of Quincy.
6. Except as noted below, the City of Quincy or other authority under the City's direction shall make all tests of materials.
7. The Contractor shall arrange for certified copies of analysis to be furnished to the Commissioner in duplicate on all materials originating from out of state sources. The City of Quincy may subject such materials to further sampling and testing at its destination.
8. Containers used in making deliveries shall be clean, tight and entirely free of all foreign substances, asphalt or oil.
9. If at any time the Commissioner shall be of the opinion and shall certify writing to the City of Quincy that the work or any part thereof is unnecessarily or unreasonably delayed or that the Contractor has violated any of the provisions of the Contract, the City may notify the Contractor to discontinue all work or such part thereof, as the City may designate and the City of Quincy may thereupon be contract, or otherwise, as it may determine, complete the work or such part thereof and charge the entire expense for the balance of the work to the Contractor.
10. Where the material is to be applied a force or pressure machine shall be used of such type that the required amount and width can be distributed under a force of pressure that is uniform and steady at all times.

11. Under no circumstances shall any material be delivered or applied until the weights have been tallied and approved by the Commissioner in accordance with the terms of this contract.
12. All materials or commodities must be in accordance with the Commonwealth of Massachusetts Standard Specifications for Highways and Bridges 1988 edition, wherein it is stipulated the approved revised nomenclature for primary stone size.

SPECIAL PROVISIONS: PRICE ESCALATION/DE-ESCALATION

Due to economic instabilities of the cost of bitumenø, the following clauses for ESCALATION and DE-ESCALATION are included herein.

- (A.) From the date of the contract through one year, the items 1 through 11 (following page 6) shall escalate or de-escalate only by the percentage of the difference in cost of the oil/bitumen used in the paving materials, prices to be set per successive 90-day period of time. All other bid items shall hold in price as bid.
- (B.) The Contractor shall notify the Purchasing Department and the Department of Public Works de-escalated prices in writing each 90 period.

MINIMUM QUANTITIES:

- (A.) All bidders shall state the minimum amount they will deliver to the City of Quincy for the amount bid. All bidders shall further state at what premium they shall charge for deliveries under the minimum.

EXCAVATED ASPHALT:

- (A.) The Contractor shall agree to accept from the City of Quincy all excavated asphalt for recycling. The Contractor shall provide a location for the dumping of all recyclable material delivered by the City.

TERMS:

The Contract awarded in response to these specifications shall be effective for a period of one year, upon the satisfactory performances of the vendor; the City of Quincy may extend the contract for two (2) additional terms of one (1) year each. Contract shall automatically renew upon anniversary date of contract execution, unless notified to the contrary by the City.

All questions regarding this bid should be directed to: Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email to: purchasing@quincyma.gov Questions will be accepted until July 1, 2016 at 4:00 p.m.

PRICE PAGE

DENSE GRADED CRUSHED STONE FOR SUB-BASE

COARSE AGGREGATE: Shall consist of hard durable particles or fragments of stone & gravel.

FINE AGGREGATE: Shall consist of stone dust

The composite material shall be free of clay, loam or other deleterious material and shall conform to the following grading requirements:

SIEVE:	% by Weight Passing
DESIGNATION:	Square Mesh Sieves
3/8ö:	85-100

MIX: Two (2) parts fine aggregate and one (1) part coarse aggregate.

REPROCESSED URBAN STONE: Shall consist of hard durable particles and fragments of asphalt, concrete, brick and stone from crusher run no larger than 3/4ö.

BITUMINOUS CONCRETE

Item #	Class	Types	Net Price/Ton Delivered to City	Net Price/Ton (FOB) Pick up at Plant
1.	I	I (BASE)	\$ _____	\$ _____
2.	I	I (TOP)	\$ _____	\$ _____
3.		ALL WEATHER PATCH	\$ _____	\$ _____
4.	I	HOT WINTER MIX (BASE)	\$ _____	\$ _____
5.	I	HOT WINTER MIX (TOP)	\$ _____	\$ _____
6.	I	QPR	\$ _____	\$ _____

CRUSHED STONE

Item #	Size	Net Price/Ton Delivered to City	Net Price/Ton (FOB) Pick up at Plant
7.	2ö	\$ _____	\$ _____
8.	1.5ö	\$ _____	\$ _____
9.	1ö	\$ _____	\$ _____
10.	3/4ö	\$ _____	\$ _____
11.	1/2ö	\$ _____	\$ _____
12.	3/8ö	\$ _____	\$ _____
13.	Masonry Sand	\$ _____	\$ _____
14.	Dense Graded Crushed Stone		
	For Sub-Base	\$ _____	\$ _____
15.	Reprocessed Urban Stone	\$ _____	\$ _____
16.	Minimum delivery amount:	_____	
17.	Premium for deliveries under the minimum:	_____	

Date: _____ BIDDER'S SIGNATURE _____

COMPANY NAME _____

Telephone: _____ ADDRESS _____

EMAIL: _____