

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 STREET, QUINCY, MA 02169

The City of Quincy invites sealed bids/proposals for furnishing and delivering to the City of Quincy:

PUBLIC WORKS SNOW TRANSPORTATION & DISPOSAL NOVEMBER 13, 2015 @ 11:00 A.M.

The City of Quincy, acting on behalf of the Public Works Department is accepting sealed bids from responsible and responsive parties to perform snow transportation and disposal services in Quincy for a period of (1) one year. The bidder shall provide quote only for the transportation item.

Detailed specifications 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}.

Bids must state exceptions, if any, the delivery date and any allowable discounts. 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 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. Chapter 149, Section 26 to 27D as amended, **if applicable.**

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 informalities 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



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

DETAILED SPECIFICATIONS AND REQUIREMENTS

ISSUE DATE: OCTOBER 28, 2015
BID CALL: NOVEMBER 13, 2015 @ 11:00 A.M.
DEPARTMENT: PUBLIC WORKS
ITEM: SNOW TRANSPORTATION AND DISPOSAL

1. A 5% certified check or bid bond is **not** required.
 2. A 100% Performance Bond will be required to awarded contractor.
 3. The following forms, if contained in the bid documents, must be completed and signed:
 - √ Certificate of Non-Collusion
 - √ Tax Compliance Certificate
 - √ Certification Relating to Debarment and Suspension
 - √ Signature Authorization Form
 - √ Osha -10 Form
 - √ Reference List
 - √ Indemnity Agreement
 - √ Form for General Bid
 4. All prices are to include delivery F.O.B. destination unless noted otherwise.
 5. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "or approved equal" follow.
 6. All vendors must acknowledge in writing receipt of any addenda.
- * TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

**M.G.L. CHAPTER 30B, CHAPER 30, SECTIONS 39A, 39B AND 39F-R AND
M.G.L. 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

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-**if applicable**.

LIABILITY, PROPERTY DAMAGE and WORKERS' COMPENSATION coverage is required of the successful bidder before any work can be started-if applicable.

DATE: _____

SPECS: SNOW TRANSPORTATION AND DISPOSAL

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

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: _____



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)



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



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)

**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

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: _____.

Snow Transportation and Disposal

City of Quincy, Massachusetts

Fiscal Year 2016



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

Deadline and Due: November 13, 2015 @ 11:00 a.m.

Daniel G. Raymondi

**Thomas P. Koch
Mayor**

**Kathryn R. Hobin
Purchasing Agent**

Snow Transportation and Disposal

GENERAL DESCRIPTION

The City of Quincy, acting on behalf of the Public Works Department is accepting sealed bids from responsible and responsive parties to perform snow transportation and disposal services in city assigned snow dump in Quincy for a period of (1) one year. The bidder shall provide quote only for the transportation item.

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.

QUALIFICATIONS AND REFERENCES

The Bidder must be a company who has been regularly transporting material for a minimum of five (5) years for municipal customers.

The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated herein.

Responsive Bidders must supply all the information requested. Incomplete or missing information will be cause for automatic rejection. The submittal shall be signed by an officer of the firm submitting the bid. Submittal from anyone else will be cause for automatic rejection. All exceptions taken to the specification and submittal requirements must be so stated. Failure to do so will cause the Bid to be rejected.

MINIMUM CRITERIA

1. The Contractor will be responsible for hauling and disposing of snow at city assigned disposal sites at the direction of the Commissioner of Public Works.
2. Operators of equipment employed in the performance of this contract shall hold all licenses required for the safe and legal operation of the vehicle and equipment used.
3. Bidders must meet the minimum requirement for equipment specifications listed under; **“EQUIPMENT SPECIFICATIONS”**
4. Bidder must own 90% of the fleet it intends to perform work under this contract.

SCOPE OF WORK

- * The Contractor shall provide snow transporting and disposal services as directed by the Commissioner of Public Works within the City of Quincy in the manner described herein.
- * The Contractor shall be compensated by the City on an hourly basis for use of hauling equipment as defined in this contract.
- * The Contractor shall provide sufficient vehicles, equipment and operators to transport and dispose of snow in a timely and efficient manner. In no event shall sufficient vehicles, equipment and operators be less than thirty (30) pieces of equipment. For equipment specifications see **“EQUIPMENT SPECIFICATIONS”**
- * The Contractor accepts responsibility to do the following in accordance with instructions from the Commissioner of Public Works. This list provided below is not intended to be all-inclusive.
- * The Contractor shall completely familiarize him or herself with the streets and roads in the City of Quincy.

Upon execution of contract, the Contractor shall:

Provide the City with a valid proof of ownership (Minimum 90% owned) or lease for each vehicle. Valid proof of ownership or leasehold interest is one of the following:

1. A Certificate of title; or
2. A current MA state registration for vehicles to be used to perform snow transporting and disposal work under this contract.
3. Submit certificates of insurance as stated in the contract document.

SNOW REMOVAL SPECIFICATIONS: *The Contractor shall transport and dispose of snow located in the public right of way as directed by the City Snow Inspector(s).*

- * Report to City Snow Inspector
- * If you cannot start snow transporting/disposal at appointed time.
- * If equipment breaks down while transporting/disposing.
- * If snow on an assigned street cannot be transported or disposed.
- * If snow transporting/disposal is impeded or obstructed by a parked vehicle.
- * If any damage is done to other vehicles or property.
- * If a City Snow Inspector cannot be reached, the Contractor must inform the Control Center and ensure that the call is logged in by the dispatcher.

Responsibilities for Vehicles, Equipment and Inspections: *The Contractor will accept full responsibility to provide each vehicle for inspection at the request of the City.*

The Contractor must provide and properly maintain, in good working condition, the vehicles and equipment for the entire contract term. They must meet all conditions set forth in this contract. Vehicles, equipment and operators must meet all Commonwealth of Massachusetts licensing, registration and safety and emissions requirements. The Contractor shall, at any time upon the request of the City, provide proof of operator licensing and motor vehicle registration.

The Contractor must provide fully qualified, licensed and responsible operators for each vehicle and piece of equipment. The Contractor must supply a list of the names of the operators for each vehicle, or piece of equipment, to the City Operations Manager, or his designee no later than 30 days after the execution of this agreement and every time that there is a change in the list of operators.

Responsibilities of Contractor during Snow Season: *Between November 15 and May 15 of each year of the contract, the Contractor shall:*

Maintain a system, where the City can contact at a specified telephone number for 24 hours, 7 days a week, inclusive of holidays. When mobilized for snow removal operations under this contract the Contractor shall provide the City Snow Inspector with a 2-way portable radio, cellular or similar device to allow for back and forth communications. This will be used to provide direct contact between the Contractor's supervisor and the City Snow Inspectors. Failure of the City to reach the Contractor at the specified telephone number shall not relieve the Contractor of the responsibility for performing work. The 2-way radio, cellular or similar device may be equipped with a GPS (Global Positioning System) device.

Maintain a monitored email address where the City will send official notice to mobilize for snow removal operations.

Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City, at the expense of the Contractor, may make alternate plans to have the snow removed until the Contractor notifies the Control Center (617) 376-1910 that the equipment is back in service.

Responsibilities during Snow Removal Operations: *Once the City has called for snow removal operation, the Contractor shall:*

Arrive at the location assigned by the City Snow Operations Manager, or his assignee and a designated time.

Arrive with vehicles and equipment in good working condition, transport and dispose of snow.

Provide at least one qualified supervisor for each snow transporting and disposal crew. The supervisor(s) shall be in addition to equipment operators and coordinate the Contractor's snow transporting/disposal operations with the City Snow Inspector(s)

Wait until contacted by the City Snow Inspector(s) before beginning commencing snow transporting and disposal. If the City Snow Inspector has not arrived within 15 minutes of the designated start time, the Contractor shall notify the Control Center at (617) 376-1910 that the equipment is on scene and is ready to begin snow transporting/disposal operations. Only if authorized by the Control Center may the Contractor begin snow transporting/disposal operations without having first been contacted by the City Snow Inspector(s);

Obtain authorization to proceed, either by meeting the City Snow Inspector(s), or by contacting the Control Center in the circumstances described above. Failure to obtain authorization to proceed will cause the City to assume that the Contractor's equipment did not show up, which may make the Contractor subject to late start damages.

Transport and dispose of snow at assigned snow disposal sites. Designated snow disposal sites are identified in the City of Quincy Snow Policy. The Snow Inspector shall designate a specific disposal site for each snow removal operation.

In the event that the Contractor's equipment fails during a snow removal operation, the Contractor, or his representative, must notify the City Snow Inspector for that route immediately and have the route covered with other equipment. If the Contractor does not cover the operation with other equipment within sixty (60) minutes, the City, at the Contractor's expense, may take over completion of transport or charge the Contractor liquidated damages as set forth in these documents.

Responsibilities for Damages:

The Contractor is liable for damages including, but not limited to, damages to sod, shrubbery, trees and structures and improvements that result from his/her operations. The Contractor shall repair all damages prior to May 1st each year.

The Contractor shall make immediate, temporary repairs to damages that cause a safety hazard. Permanent repairs of such damages shall be made within 72 hours of when the damage occurred, or later if requested in writing to the Commissioner of Public Works, and approved in writing by the Commissioner of Public Works.

Upon the completion of each repair, the Contractor shall have the property owner sign a release of liability for damages. The Contractor shall submit this release to the Commissioner of Public Works. If the Contractor cannot obtain a signed release from the property owner, the Contractor shall provide proof, acceptable to the Commissioner of Public Works or designee, that the damages have been repaired. The release, or proof of repair, must be provided by the times indicated in the above section.

If repairs are not completed in a satisfactory and timely manner, the City may cause the repairs to be made and deduct the cost of the repairs from the contract retainage.

Damage claims that are not settled prior to May 15 will cause the City to take action against the contract security, or deduct from other payments due the Contractor.

Rights of the City:

In the event of a breach of contract, the City reserves the right to immediately terminate the contract in whole or in part. The City will give written notice of such termination by email and certified mail. Termination of the contract may result in substantial penalties, forfeiture of performance bonds, ineligibility to receive future contracts, or default proceedings.

The contract may be terminated, upon the recommendation of the Commissioner of Public Works, when he, or his authorized representative, has determined that the Contractor has:

- * abandoned the work performed under this contract;
- * assigned this contract to another without City consent;
- * Unnecessarily or unreasonably delayed any work to be performed under this contract;
- * failed to furnish enough properly skilled workmen or enough equipment to perform the work;
- * disregarded the instruction of the Commissioner or his authorized representative;
- * failed to perform properly during any snow removal operation as determined by the City Snow Inspector;
- * Materially breached of any requirement of the contract.

All services provided under this contract are under the direction and supervision of the Commissioner of Public Works and his authorized representatives. The Contractor shall only be paid for services authorized by the Commissioner and performed to the satisfaction of the Commissioner.

In the event an operator, vehicle, or piece of equipment employed or used by the Contractor fails at any time to meet the approval of the Commissioner of Public Works, the Commissioner, or his designee, will have the right to order such person, vehicle, or piece of equipment off the job site. The Contractor shall furnish an appropriate replacement within a 60-minute time period. Failure to provide a substitute vehicle that meets the “**Equipment Requirements**” under that section of this contract shall subject the Contractor to “**Liquidated Damages**” (under that Section).

Contractor employees who are ordered off the job site may not perform any further work under the contract unless the Commissioner of Public Works authorized him/her to return.

The decision of the Commissioner of Public Works as to the suitability of Contractor equipment and employees is final.

The decision as to when to call for snow removal operations to begin rests entirely with the City. The Commissioner of Public Works will determine, on a case by case basis for each snow fall event, when conditions warrant a snow transporting/disposal operation by the Contractor.

EQUIPMENT SPECIFICATIONS:

The equipment furnished under this contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicle Laws of the State of Massachusetts including showing a valid Massachusetts State Registration.

All equipment must be in excellent condition, smooth running at operating levels, clean inside and out, and under the hood, with evidence of proper maintenance and inspection.

The City reserves the right to reject any equipment older than model year 1985. The City further reserves the right to reject any piece of equipment that does not pass City administered inspection and comply fully with these specifications.

The proposal price shall include the cost of furnishing the operator, insurance, sureties, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to performance of the contract.

The following types of vehicles and equipment may be used to perform snow transporting/disposal services. Any other types of equipment proposed for use under this contract must be approved by the Commissioner of Public Works;

- (10) Ten Trailers
- (20) Twenty Tri-axels

LIQUIDATED DAMAGES:

The Contractor agrees that the City has the right to retain all, or a portion of, moneys owed the Contractor as liquidated damages for the Contractor's failure to comply with the requirements in this contract; specifically, failure to transport and dispose of snow as required and failure to repair all damages.

Liquidated damages will be imposed by the Commissioner of Public Works and will be commensurate with the severity and frequency of the failure to perform as required by the contract, and other pertinent circumstances.

The Contractor will be notified in writing of any damages imposed by the Commissioner.

The following is a schedule of liquidated damages for failure to perform. The list is not all-inclusive, nor does it waive any other rights of the City in the event the Contractor fails to perform:

- * Failure to maintain contact with the Assigned City Snow Inspector \$150/occurrence
- * Failure to arrive at designated transporting/disposal location in the requisite period of time \$1000/hr.
- * Failure to provide substitute equipment after equipment failure. \$1000/hr.

GENERAL CONDITIONS and Requirements for Submission

Certificates of Insurance covering Workman's Compensation must be submitted, covering dates of contract. Workmen's Compensation is required of all lessors of two or more pieces of equipment.

The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work called for under this contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or to any injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or part by any act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. *Certificates of Insurance* for insurance coverage must be submitted showing coverage for the contract period as follows:

Automobile Liability: *(all vehicles by description and MA registration number must be listed on the 1 insurance certificate)*

Bodily Injury - 500,000 per person/500,000 per accident
Property Damage - 100,000 per accident

(Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)

General Liability: *(including completed operation coverage)*

500,000 per occurrence
500,000 per aggregate

The City of Quincy shall be named as additional insured in the automobile and general liability policies.

Workers Compensation: statutory limitation.

The Contractor shall, upon execution of this agreement and any renewal option, provide a **100% Performance Bond** in the estimated annual amount of \$100,000.

All bidders must complete and submit the attached Paperwork:

- * Reference List,
- * Non-Collusion Statement
- * Tax Compliance Certificate
- * Signature Authorization Form
- * Certificate Relating to Debarment & Suspension
- * OSHA-10 form
- * Indemnity Agreement

All bid forms must be either typewritten or written in ink. All signatures must be in ink.

Transportation and Disposals
Price Proposal Page

TRUCKS

HOURLY RATE

Tri-axle (18 yards or greater)	\$ _____
Trailer (26 yards or greater)	\$ _____

Authorized Signature: _____

Print Name and Title: _____

Company Name: _____

Company Address: _____

Email: _____

AWARD OF CONTRACT:

The contract will be awarded to the responsible and responsive bidder who offers the lowest total hourly price for the transportation of snow.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc to kimtrillcott@quincyma.gov
Questions will be accepted until Friday, November 6, 2015 at 4:00 p.m.