



## 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:

**ASSESSORS OFFICE** **JANUARY 26, 2012 @ 1:15 PM**  
**PROPOSAL FOR DATA COLLECTION OF PERMITS FOR RESIDENTIAL, COMMERCIAL  
AND INDUSTRIAL REAL ESTATE**

In accordance with M.G.L. Chapter 30B the City of Quincy, acting on behalf of the Board of Assessors is soliciting bids for Data Collection of permits for Residential, Commercial and Industrial Real Estate.

Bid proposals will be received at the office of the Purchasing Department; City Hall, 1305 Hancock Street; Quincy, MA 02169, until **January 26, 2012 @ 1:15 p.m.** Late responses will be rejected. The Board of Assessors will review and award the Contract(s) within 30 days.

Detailed specifications are available on-line at the City of Quincy's website, [www.quincyma.gov](http://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<sup>AM</sup> and 4:30<sup>PM</sup> for a non-refundable printing charge of \$25.00

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.

The City of Quincy reserves the right to accept or reject any or all Bids, to waive any informality and to accept any Bid deemed in the best interest of the City of Quincy. Bid(s) will be awarded after review.

Thomas P. Koch, Mayor

Kathryn R. Hobin, Purchasing Agent

LEGAL: JANUARY 9, 2012  
LEGAL: JANUARY 12, 2012

GOODS & SERVICE  
P.O. # S012612

DEPT.CHARGED: ASSESSORS



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

DETAILED SPECIFICATIONS AND REQUIREMENTS

ISSUE DATE: JANUARY 9, 2012  
BID CALL: JANUARY 26, 2012 @ 1:15 P.M.  
DEPARTMENT: BOARD OF ASSESSORS  
ITEM: PROPOSAL FOR DATA COLLECTION OF PERMITS FOR RESIDENTIAL,  
COMMERCIAL AND INDUSTRIAL REAL ESTATE

1. A 5% certified check or bid bond is not required.
  2. A Payment and Performance Bond is not required.
  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
    - Certification concerning Responsible Employer Ordinance (if contract is over \$100K)
    - Form for General Bid
    - Schedule of Participation Minority and Women Business Enterprise
  4. Do not separate any sheets from this bid call.
  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.
  7. The Purchasing Department shall accept questions in writing via email and fax. (see page 11)
- \* 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.

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

DATE: \_\_\_\_\_

**SPECS: PROPOSAL FOR DATA COLLECTION OF PERMITS  
FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL REAL  
ESTATE**

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CITY OF QUINCY  
INVITATION TO BID

For

“PROPOSAL FOR DATA COLLECTION OF PERMITS FOR RESIDENTIAL,  
COMMERCIAL AND INDUSTRIAL REAL ESTATE”



**BID DEADLINE: JANUARY 26, 2012 @ 1:15 P.M.**

City of Quincy  
Purchasing Department  
1305 Hancock Street  
Quincy, Massachusetts 02169

**SPECIFICATIONS  
FOR  
PROPOSAL FOR DATA COLLECTION OF PERMITS FOR RESIDENTIAL,  
COMMERCIAL AND INDUSTRIAL REAL ESTATE**

**GENERAL INFORMATION**

Hereinafter “contractor(s)” shall denote and indicate the successful contractor(s)/bidder(s).

The “contractor” must be prepared to demonstrate, by references or other documented means, to the Board of Assessors, that they have the capability to provide the professional services for the data collection of Building Permits for Residential, Commercial and Industrial Real Estate.

The contractor shall immediately notify the Chairman of the Board of Assessors of any delay in providing the services for data collection and relisting of the real estate for permits.

The City reserves the right to re-award a contract to the next suitable contractor in the event of a breach of contract (i.e. cannot render services as bid). The City may also collect damages from the original contractor for the sum difference between bid prices.

**INSURANCE**

The contractor shall maintain comprehensive liability insurance in the amount of \$1,000,000./\$3,000,000. For bodily injury and property damage. The contractor shall submit verification of said insurance by him or his agent upon signing of said agreement, and shall maintain said insurance for the life of the contract. Said insurance shall have a fourteen (14) day notice of cancellation clause with the City, the body to which the notice liens.

The contractor shall carry workman’s compensation insurance for himself or any employees engaged in performing the operations covered by this contract and shall submit verification of said insurance upon signing said agreement and shall maintain said insurance for the life of the contract.

**BID SUBMISSION TERMS AND REQUIREMENTS**

Sealed bids for the supplying of Building Permit Data Collection for the City of Quincy will be received by Purchasing Director, at City Hall, 1305 Hancock St., Quincy, MA 02169 until **1:15 p.m. Thursday, January 26, 2012** at which time, all bids received will be opened and read in the presence of such contractors as desire to be in attendance. No bids will be accepted after the time and date specified.

The contractor’s bid forms must be properly filled out, signed, sealed and endorsed. The subject matter “Building Permit Data Collection of Residential, Commercial and Industrial Properties in the City of Quincy” will be addressed on a sealed envelope. No responsibility shall be attached to any person or persons for the premature opening of bids not properly marked.

The successful contractor will be bound by all applicable statutory provisions of law of the state and federal government, of the Commonwealth of Massachusetts and of the City of Quincy.

All bids shall be submitted to the City, as and where set forth above, on or before the bidding deadline. Bids and unsolicited amendments to bids received by the City after the bidding deadline will not be considered and requests for extensions of time will not be granted. Contractors who mail bids should allow sufficient time for receipt by the City by the bid deadline. Bids received after the bid deadline will be returned to the contractor unopened.

All bids shall be signed in ink by the contractor. If the contractor is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the bid and certified by the clerk of the corporation.

Bids submitted to the City shall be securely kept and shall remain unopened until the bidding deadline and the public opening of the bids.

Bids once submitted may, upon request of the contractor prior to the bidding deadline, be withdrawn or amended. If amended, resubmission of the bid shall comply with all requirements of this bid.

Negligence on the part of the contractor in preparing the bid confers no right of withdrawal after the bidding deadline. The City does not assume any responsibility for errors, omissions or misinterpretations that may have resulted in whole or in part from the use of incomplete bid documents. Any contractor finding an ambiguity, inconsistency or error shall promptly notify the City.

If it becomes necessary to revise any part of this bid or if additional data is necessary to enable an exact interpretation of provisions, such addenda will be provided to all contractors who have requested this bid. No addenda will be issued within the immediate three (3) business day period prior to the bidding deadline.

By submitting a bid in response to this bid, the contractor shall be deemed to have certified that no officer, agent or employee of the City has a direct or substantial financial interest in the procurement, that the bid is submitted in good faith and exclusively on the contractor's behalf, without fraud, collusion or connection of any kind with any other contractor for the same work or with any undisclosed party. The contractor will be required to execute the "CERTIFICATE OF NON-COLLUSION".

Contractors may add additional stipulations or otherwise qualify their bids, but the City shall retain the sole right to judge the importance of any such stipulation or qualification. If the City determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the contractor does not clearly indicate this to be an alternative consideration, then the City reserves the right to reject such bid.

The bid price shall be written both in words and figures and in the case of a discrepancy between the two, the amount in words shall govern. Compensation will be based on a "Per Parcel" measured and listed and should be bid accordingly.

It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the City and the successful contractor shall not be assigned or assignable by way of sub-contract or otherwise, unless or until the City shall have first assented thereto in writing.

All bids must be submitted on the forms provided or attachments approved in advance by the City.

Attachments to and forming a part of this bid, this endorsement, when countersigned by the City, is made a part of this bid and is subject to all of the terms and provisions hereof and of any prior endorsements hereto.

Purchases made by the City of Quincy are exempt from the payment of federal excise taxes and Massachusetts sales tax; any such taxes must not be included in the quoted price.

The City reserves the right to reject any or all bids, in whole or in part, and to waive informalities when in the best interest of the City, and to make awards in a manner deemed in the best interest of the City. The City intends to award the contract to the lowest responsible and responsive contractor(s) which meets the bid specifications.

The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the City.

When submitting this bid, the contractor shall submit one (1) original copy and two (2) copies of the proposal and specifications with his/her bid, and if the City accepts the bid it shall constitute as part of the contract. The proposal for this work must cover all contingencies, including all labor and materials, transportation, etc., necessary for the purchase and delivery of the materials, supplies and/or services required by the City.

All prices must be firm for the entire length of the contract. No additional costs, fees or surcharges will be compensated after the signing of the contract if not specifically included as part of the proposal.

Before submitting your bid, each contractor must make a careful study of these specifications and the regulations cited within to fully assure them as to the materials, supplies and or services required. If contractors have questions to ask about the specifications or terms of the bid proposal, they must be asked prior to submitting the bid.

The contractor will be required to indemnify the City for all damages to life and property that may occur due to his negligence during the period of this contract.

The contractor must provide letters of reference, preferably from municipal clients who have used their materials, supplies and/or services as requested.

A bidder may correct, modify or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Purchasing Director prior to the time and date set for the bid opening.

## **BID EVALUATION**

Bids shall be evaluated based on the lowest responsive to the criteria, terms and conditions contained in this bid and its attachments. Failures to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this bid may be cause for rejection of the bid as non-responsive.

Proposals, which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions may be rejected. Conditional bids will not be accepted.

It is the intent to award to the lowest responsible and responsive contractor(s) submitting the lowest bid for any given item. However, evaluations, inspections and awards shall be based on the best interests of the City overall, including but not limited to specification compliance, workmanship and general conditions of the cyclical inspections.

The City may award a contract to one or more contractor(s) if the City deems it to be in the best interest of the City.

The City reserves the right to reject any and all bids.

## **SPECIFICATION FEATURES**

The contractor will be responsible for the full measure and list of residential properties in the City of Quincy. The number of parcels to be inspected will depend on the per parcel cost for the re-measure and relisting. The contractor must bid on an eight (8) month time period to complete the project.

The Board of Assessors will provide existing data along with printouts of all properties to be valued. All work is to be turned over to the Board of Assessors as soon as completed so that the Assessing personnel can do the data entry. The contractor shall fulfill all requirements for the program using professional standards and all work must meet or exceed state certification standards. The contractor should be familiar with the Vision Appraisal System in order that the records will be marked up accordingly.

### **Data Collection**

The contractor must conduct on-site exterior measures to verify and correct all exterior real property data, including any and all detached structures; the contractor will perform interior inspections to verify and correct all interior data of properties; especially attics and basements of any property having a building permit. The contractor will secure the signature of the owner or occupant of each property entered. If no-one is at home, a notice shall be left asking the property owner to contact the Assessors office to set up an appointment for the inspection. If there is no contact from the property owner, it shall be considered as a refusal. Data sheets where entry has been denied will be promptly forwarded to the Board of Assessors. Data entry of all changes resulting from this re-inspection program will be the responsibility of the City. The City will

supply the contractor with access to all existing records for the purpose of the data verification effort.

The contractor will make an initial attempt to gain an interior inspection. If unsuccessful, and the contractor considers the existing data to be questionable, an appointment will be made to inspect the interior. The contractor shall note the date of the inspection or attempt to inspect. The contractor must allow for evenings and Saturday appointments in addition to regular business hours. The data sheets of the properties whose owners did not respond to the notice will be returned to the Board of Assessors. The data will be current as of the inspection date.

If the picture of the building does not match the current appearance of the building, a new picture shall be taken with a camera provided by the Board of Assessors.

### **Public Information Program**

The Board of Assessors and the contractor shall cooperate in maintaining good public relations throughout the period of this project. The Board of Assessors will coordinate all activities necessary to promote public understanding, awareness and cooperation in conjunction with the entire project.

### **Responsibilities of the Parties**

The Board of Assessors must receive weekly reports from the contractor, must review and evaluate the progress of the project and must notify the contractor whether the work performed is satisfactory and timely.

The Board of Assessors shall provide one (1) set of available tax maps updated as of January 1, 2010.

The Board of Assessors will supply copies of the most current data sheets which will show the map, plot and lot, account number, name and mailing address of the most current owner, land area, zoning, and the existing picture and sketch of the building. Data will be current as of the contractor's starting date.

### **File Maintenance**

All clerical activities will be the responsibility of the City including all data entry of changes due to the re-inspections and scheduling of appointments.

The City will provide the contractor with the necessary office space, furniture, utilities and local telephone service for the duration of the project.

### **Information Requests From the City of Quincy**

Throughout the project, the contractor shall endeavor to satisfy all reasonable requests made by the City for information as to the contractors planned work schedule for the project, personnel

employed on the project, field collection methods and quality control procedures utilized, and the status of the work.

### **Contractor Project Staffing**

It is understood and agreed that the contractor, in the performance of this agreement, is acting solely as an independent contractor or independent agency and neither he nor any of his employees shall be considered in any way or for any purpose employees of the City of Quincy. The City retains the right to demand performance in a manner satisfactory to the Board of Assessors as set forth in this agreement.

Contractor staffing standards for the management of this project shall include, at a minimum, personnel with residential data collection responsibility background. Only personnel that have been approved by the Assessors will be authorized to perform work on this project.

All project personnel must be approved by the City prior to being employed for the project and will be required to carry an identification card while on project business. This id card will contain the employees photograph, personal description and the signature of the Chairperson of the Board of Assessors. All employees shall register with the Police Department of the City and agree to a Cori check. The id card will be surrendered to the Assessors upon termination of the employee or upon completion of the project.

### **Deliverable Products**

All documents, reports, records, data or other materials, in whatever form, manual or mechanized, obtained or produced during the performance of this project shall be the sole property of the City of Quincy and shall be delivered during an appropriate phase or at the conclusion of the project. The documents, reports, records, data and other materials must include, without limitation, the specific deliverable products listed below:

- \* A property inventory record for each parcel
- \* All materials and documentations used on the data verification
- \* Documentation of all procedures used throughout the project

### **Payment Schedule**

The contractor must make claims for payment by submitting an invoice listing the parcels measured and listed and appropriate supporting documentation (data sheets, etc.). Such claims must be based on the actual services rendered and/or products delivered. The Assessors will review each invoice and within ten (10) business days of its receipt either approve it for payment or return it to the contractor with a statement of reasons for its rejection. The Assessors authorization of payment does not discharge the contractor's obligation to make any changes to work performed in order to meet the requirements stated in this contract.

Upon the Assessor's determination that the work performed for the billing period has been satisfactorily completed, a percentage payment, representing not more than ninety percent (90%) of the amount billed, shall be paid to the contractor. The total amount paid on this periodical basis shall not exceed ninety (90%) of the total amount of the contract.

The ten percent (10%) withheld will be paid to the contractor within thirty (30) calendar days of the total completion of the project as agreed upon by both parties providing faithful performance of all stipulations and conditions mentioned herein are adhered to.

**Experience of Contractor**

The contractor shall have successfully completed a minimum of three (3) data collection projects during the prior six (6) years and shall provide references' detailing the communities, contact persons telephone numbers and dates service was provided.

**PRICE PROPOSAL PAGE**

**Payment is on a "Per Parcel" basis:**

Cost for Residential Permit Collection \$ \_\_\_\_\_

\_\_\_\_\_  
Amount in words

Cost for Commercial/Industrial Permit Collection \$ \_\_\_\_\_

\_\_\_\_\_  
Amount in words

Prompt payment discount \_\_\_\_\_ % net \_\_\_\_\_ days.

Receipt of Addendum No. \_\_\_\_\_ acknowledged by: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX #: \_\_\_\_\_

EMAIL #: \_\_\_\_\_

**Any and all questions concerning this Invitation to Bid must be submitted by email and by fax (617-376-1074) to Kathryn R. Hobin, Purchasing Agent, City of Quincy Purchasing Department, 1305 Hancock Street, Quincy, MA 02169**  
[khobin@quincyma.gov](mailto:khobin@quincyma.gov) and cc: [ktrillcott@quincyma.gov](mailto:ktrillcott@quincyma.gov)

**Questions will not be accepted after January 20, 2012 @ 12:00 p.m.**



CITY OF QUINCY, MASSACHUSETTS  
PURCHASING DEPARTMENT, CITY HALL

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. INVITING BIDS

(a) Sealed bids are invited for furnishing to the City of Quincy, Massachusetts, the described materials, commodities or services all in accordance with the specifications and conditions attached hereto and made a part thereof.

(b) Form of proposal to be used and copies of specifications and conditions are available at the Purchasing Agent's office, 1305 Hancock Street.

(c) All bids must be filed with the Purchasing Agent of the City of Quincy, Massachusetts, at or before the hour of time set forth in the legal and published advertisement, a copy of which is here attached, also at the definite place so stated, and on the forms furnished by the Purchasing Agent. Each bid shall be accompanied by bid bond or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Quincy, Massachusetts. The amount of such cash or check shall be not less than five percent (5%) of the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred dollars nor more than fifty thousand dollars. This deposit above mentioned shall be as a guarantee that the bidder will enter into the proposed contract, if awarded to him. This requirement shall become effective unless stated to the contrary or deleted under "Detailed Specifications and Requirements." This certified check will be returned after the awarded contracts have been completely signed and proper delivery made, together with any performance bond if required in the bid form.

(d) This proposal is genuine and not collusive or made in the interest of or in behalf of any person not herein named, and that the bidder has not directly, or indirectly, induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder. Any bid made in violation thereof, shall not be considered. This agreement in detail shall be found under paragraph XVIII (18) entitled "Affidavit and/or Agreement."

(e) The successful bidder shall, within ten (10) days after the award, enter into a written contract with said City in accordance with the draft of contract furnished by the City Solicitor for furnishing the described materials, commodities or services and execute as a part of said contract, a satisfactory performance bond in the amount of (100%) one hundred percent of the aggregate amount of the contract unless otherwise stated in the "Detailed Specifications and Requirements," and shall be continued for the faithful performance of the contract and executed by the Contractor and a responsible surety company.

(f) The right is reserved to reject any and all bids or to accept any bid or to accept any part of a bid or the one deemed best for the City.

II. FORM OF PROPOSAL AND SIGNATURE

The proposal must be made on this form provided for that purpose, unless otherwise stated, enclosed in a sealed envelope and plainly marked: "Bid Enclosed - Date: and Time of bid opening, (envelope provided,) and addressed to the Purchasing Agent, 1305 Hancock Street, Quincy, Massachusetts. If the bid is made by an individual it must be signed by the full name of the bidder, whose address must be given; if it is made by a firm - (partnership) - it must be signed with the co-partnership name and by a member of the firm, and the name and residential address of each member of the firm must be given. If made by a corporation it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature. A certificate under oath authorizing the proposal or contract signature as legal and binding upon the corporation must be submitted with the proposal, especially before a contract is issued. No telegraphic or telephonic proposal will be considered or accepted.

III. PROPOSALS

Blank spaces in the proposal must be properly filled in, using ink, indelible pencil or typewriter. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Unless otherwise stated bids will be received on one or more or all items, and the bidder may name a lump sum conditional on two or more items being awarded to him. Bidders are invited to be present at the opening of proposals. Bidders must specifically quote on units as shown on specification sheet. In case of error in extension of prices, the unit price will govern.

IV. QUANTITIES

The quantities given are approximate, meaning more or less and are herein given and attached and are a Part of the bid and/or proposal.

1. V. QUOTATION OFFERED:

2. (a) Firm price bids will be given first consideration. The city desires to have the advantage of any general  
3. price decrease effective during the life of the contract, Will you, if the successful bidder, so grant?

4. (b) All quotations must be properly and correctly extended against each unit price offered.

5. (c) Every quotation sheet must be labeled at the bottom right hand section with the bidder's firm name. This  
6. identification shall not be considered as a signature.

7. (d) Upon signing and offering his or their bid to the City, it shall be considered that he has seen, read and  
8. had in his possession a full and complete bid call, all forms and information pertaining thereto.

9. VI. SAMPLES

10. Whenever samples are required, and so stated in specifications, all samples will be received at sender's risk  
11. and expense. However, if samples are used by or retained as City Property, other than those considered as gift or  
12. free or so stated in proposal, they will be paid for at the quoted unit price as offered in the proposal. Otherwise, all  
13. samples will be returned with postage paid by the City. All samples must be properly marked or tagged with  
14. complete identification and to also include: (1) firm name, (2) firm address, (3) catalogue number, and (4) quoted  
15. price.

16. VII. PRODUCT

17. (a) The product shall meet the requirements and satisfaction of the City of Quincy and the using and/or  
18. ordering department, Bidders must state and identify the product offered, such as manufacturer's name, trade  
19. name, brand name and quality under each item on which they bid. If brand names are not given under each item, it  
20. shall be considered "NO BID." WE MUST KNOW WHAT HAS BEEN OFFERED.

21. (b) Unless otherwise stated in writing under "Detailed Specifications" all products, material,  
22. commodities, supplies or articles herein called for must be brand new, unused and the latest product manufactured  
23. in the current year of any name and nature, whenever offered. Used or rebuilt or shopworn materials will not be  
24. acceptable, unless otherwise stated in writing by the City.

25. VIII. BRAND NAMES

26. Wherever brand names are given or their particular specifications are mentioned or referred to, it is not the  
27. City's intent to limit competition, but merely to indicate to the bidder the general type of commodity to be supplied.  
28. The City invites bids on comparable commodities in all cases. All specifications and its basis are: "Or Equal."

29. IX. TERMS

30. The cash discount period shall not be less than twenty (20) days. All prices quoted or offered shall be net  
31. and delivered F.O.B. using or ordering department. The cash discount will not be considered for a deciding factor  
32. when determining the low bidder.

33. X. DELIVERY

34. All deliveries shall be as required and requested according to the using and/or ordering department. All  
35. goods must be delivered in first class condition, if otherwise, they are subject to rejection. All deliveries shall con-  
36. form in every respect with all laws applicable to the Federal Government and/or the Commonwealth of  
37. Massachusetts and/or the City of Quincy.

38. The contractor shall be responsible for the delivery of the full net weight or count at the point of delivery for  
39. which payment is made. Check weighing may be made by the City or any authorized representative at the point of  
40. delivery or at any other point the City may elect. All original sworn certificates of weights at origin shall be attached  
41. to the contractor's certificate of weight at time and place of delivery. The same shall be surrendered to the City of  
42. Quincy.

43. Should the successful bidder fail to make delivery within a reasonable time after receipt of order, the City  
44. Reserves the right to make the purchase on such orders at the open market and charge any excess over contract price  
45. to the account of the successful bidder, who shall pay the same.

46. XI. TAXES

47. A tax exemption certificate will be issued in lieu of any refundable tax. It is desired that all prices be  
48. quoted, exclusive of any tax applicable to this transaction. Such tax or taxes should be itemized and shown as a  
49. separate rare item, preferably in dollars and cents, in both the proposal and on the invoices covering deliveries on a  
50. contract. If the tax is applicable to this transaction, and is not definitely shown in the bidder's quotation, then such  
51. quotation will be considered to be exclusive of such tax.

1. XII. INVOICING

2. Every commodity invoiced must be identified with the item number opposite such commodity shown and  
3. Given on our bid form. All unit prices must be shown against each commodity invoiced; if not, invoice will be  
4. returned for such information. This information will expedite the payment of all invoices. Invoices which do not  
5. carry a cash discount period shall be rendered once a month. All invoices shall be rendered in triplicate to the  
6. Purchasing Department, 1305 Hancock Street, Quincy, Massachusetts 02169.

7. XIII. PAYMENTS

8. Complete or partial payment on the contract will be made in approximately thirty days from date of  
9. delivery or completion and acceptance, unless otherwise provided for in bidder's proposal or under "Detailed  
10. Specifications."

11. XIV. FORCE MAJEURE CLAUSE

12. (a) The contractor will be excused from the performance of the contract in whole or in part, only by reason  
13. of the following causes:

14. 1. When such performance is prevented by operation of law.
15. 2. When such performance is prevented by an irresistible super human cause.
16. 3. When such performance is prevented by an act of the public enemies of the Commonwealth of  
17. Massachusetts, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond  
18. the control of the contractor, or unavoidable casualty.
19. 4. When such performance is prevented by the inability of the contractor to secure necessary materials,  
20. supplies or equipment by reason of:

21. (a) Appropriation or use thereof by the Federal Government; or

22. (b) Regulations imposed by the Federal Government.

23. (b) No other Force Majeure Clause or conditions may pertain to or become a part of this bid; and any  
24. changes in the conditions stated herein will cause the bid to be rejected.

25. XV. ERRORS AND OMISSIONS

26. The contractor shall not be allowed to take advantage of any errors and/or omissions in these specifications  
27. or in the contractor's specifications submitted with his proposal. Full instructions will always be given when such  
28. errors or omissions are discovered.

29. XVI. PATENT RIGHTS

30. The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers or  
31. agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any  
32. infringement of the patent rights of any person or persons in consequence of the use of the City, or by any of its  
33. officers or agents, of articles supplied under this contract, and of which the contractor is not the patentee or  
34. assignee, or which the contractor is not lawfully entitled to sell.

35. XVII. DEFINITIONS

36. The following meanings are attached to the defined words when used in these specifications and the  
37. contract:

38. (a) The word "City" means The City of Quincy, Massachusetts.

39. (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or  
40. any part thereof.

41. (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by  
42. carrying out the provisions of these specifications and the contract.

43. (d) The words "Firm Price" shall mean a guarantee against price increase.

44. (e) Additional definitions may appear hereinafter under "Detailed Specifications."

45. XVIII. AFFIDAVIT and/or AGREEMENT

46. In all instances, the Affidavit terms and agreement contained herein shall become a part of the bid, and/or  
47. proposal and/or contract in fact and without any reservation or secret evasion whatsoever.

48. The bidder named in the proposal and who has signed the same and who submits herewith to THE CITY  
49. OF QUINCY, MASSACHUSETTS, the attached proposal states and agrees:

50. That he, she or they is (are) the person(s) whose name(s) is (are) signed to there hereto attached proposal; that  
51. said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that  
52. such proposal was not made in the interest of behalf of any person, partnership, company, association, organization  
53. or corporation not therein named or disclosed.

1. Affiant further deposes and says: That the bidder has not directly or indirectly by agreement,  
2. communication or conference with anyone attempted to induce action prejudicial to the interest of the public body  
3. which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the  
4. bidder has not in any manner sought by collusion to secure for himself, itself, themselves, an advantage over any  
5. other bidder.

6. Affiant further deposes and says that prior to the public opening and reading of bids the said bidder:

7. (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;

8. (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or  
9. anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;

10. (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with  
11. anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost  
12. element of his, its, their price or that of anyone else;

13. (d) did not, directly or indirectly, submit his, its, their bid price or any breakdown thereof, or the  
14. contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company,  
15. association, organization, bid, depository, or to any member or agent thereof, or to any individual or group of  
16. individuals, except to the awarding authority or to any person or persons who have a partnership or other financial  
17. interest with said bidder in his, its, their business.

18. Bidder shall strike out words not appropriate to his bid and initial same.

#### 19. XIX. INSURANCE

20. An approved and satisfactory bona fide certificate of insurance in effect, to protect the insured, the con-  
21. tractor and the City of Quincy resulting from this agreement, must be submitted to the City of Quincy through the  
22. Purchasing Agent before any work of any name or nature can be started. This insurance must cover workmen's  
23. compensation, public liability and property damage. The certificate of insurance must clearly state thereon that it  
24. is a Certificate of Insurance, name of the insured and his or their address, kind of policies in effect, number of the  
25. policy in effect for identification purposes, expiration date of said policy, limits of liability expressed in dollar value  
26. for one person, for one accident, also the aggregate for each person and each accident, description of operations or  
27. work covered and in what State or Commonwealth. There must also be a statement under signature to the effect  
28. that, "in the event of cancellation of the said policies the company will mail notice thereof to the City of Quincy  
29. Purchasing Agent, at 1305 Hancock Street, Quincy, Massachusetts at whose request this certificate is issued." This  
30. certificate must be properly dated and legally signed by an authorized agent for the insurance company. This  
31. certificate must state the name of the insurance company as underwriter and its home office address. All insurance  
32. must satisfy all legal requirements as set forth in the laws, rules and regulations of the Commonwealth of  
33. Massachusetts.

#### 34. XX. CONTRACT

35. (a) The bidder to whom the award is made will be required to enter into a written contract with the City of  
36. Quincy, in the form approved by the City Attorney. All materials or services given or supplied by the Contractor  
37. shall conform to the applicable requirements of the City Charter, City Ordinances, or Commonwealth of  
38. Massachusetts laws covering Labor, Wages, Insurance, Safety and all other legal requirements of any name or  
39. Nature, as well as conforming to the specifications contained herein. In case of default by the Contractor, the City  
40. reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for  
41. any and all excess costs occasioned by the City thereby.

42. (b) The period to be covered by the contract will be found under "Detailed Specifications."

43. (c) The City makes no guarantee as to the quantities to be delivered under the terms of the contract.

44. (d) The City reserves the right to order small quantities at the quoted prices prior to the execution of the  
45. contract, as samples, testing, trial orders otherwise without any liability or commitment on the part of the City  
46. whatsoever.

47. (e) Any qualifications or special information can be listed on a separate sheet and attached hereto with  
48. signature.

49. (f) Any and all city purchases made as samples, testing, trial orders or of similar nature shall not be  
50. considered a breach of contract or give cause for any legal action or litigation.

51. (g) Specifications, conditions, and Information and Instructions to Bidders are here attached and are a  
52. part of the bid and/or proposal.

PROPOSAL TO CITY OF QUINCY, MASSACHUSETTS

1. To the Purchasing Agent  
2. City of Quincy, Massachusetts

3. Date offered: \_\_\_\_\_ 20\_\_\_\_

4. Gentlemen:

5. The undersigned hereby proposes to furnish the City of Quincy, complete or any part thereof, the listed services,  
6. articles, commodities and materials, all in accordance with the attached list, conditions, specifications and the Information  
7. and Instructions to Bidders made a part hereof.

8. The undersigned furthermore agrees that he will execute the necessary and satisfactory bond together with  
9. necessary contract in sextuplicate within ten (10) days from the date when he shall have been notified that his proposal  
10. has been accepted in whole or in part by the City of Quincy.

11. The undersigned furthermore agrees that, in case of default in executing such contract, with necessary bond, that  
12. the check accompanying this bid, and the money payable thereon, shall be fortified thereby to and remain the property  
13. of the City of Quincy.

14. This offer and/or proposal has been given after having had the complete bid call to work from and considered  
15. the same.

16. This offer and bid has been made and given all in accordance with Article and Paragraph Number Eighteen  
17. (XVIII) and made a part hereof.

18. TERMS:

19. (a) The discount period shall not be less than twenty (20) days.  
20. (b) The City will receive the benefit of any general price decrease effective during the life of the contract.  
21. (c) The City will be notified of all price decreases.  
22. (d) This is a *firm price* meaning guarantee against price increase.  
23. (e) Delivered F.O.B. to using department, as directed.

24. (f) This offer to be accepted on or before \_\_\_\_\_ 20\_\_\_\_

25. Delivery Offered: \_\_\_\_\_

26. Priority Required: \_\_\_\_\_

27. Firm Name: \_\_\_\_\_

28. Signed by: \_\_\_\_\_  
Signature and Title Corporate Seal or E.S.

29. Address: \_\_\_\_\_

30. Signature of Partners: 1. \_\_\_\_\_ 2. \_\_\_\_\_

31. " " " 3. \_\_\_\_\_ 4. \_\_\_\_\_

32. Name of Corporation President: \_\_\_\_\_

33. Name of Corporation Secretary: \_\_\_\_\_

34. Corporation organized under State of: \_\_\_\_\_ Date: \_\_\_\_\_

35. Partner's Residential Address:

36. 1. \_\_\_\_\_

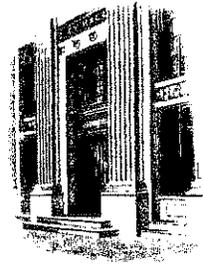
37. 2. \_\_\_\_\_

38. 3. \_\_\_\_\_

39. 4. \_\_\_\_\_



*City of Quincy*  
City Hall  
1305 Hancock Street  
Quincy, Massachusetts 02169  
*Purchasing Department*



THOMAS P. KOCH  
Mayor

Kathryn R. Hobin  
Purchasing Agent  
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 work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: \_\_\_\_\_

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

City, Town & Zip: \_\_\_\_\_

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

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.

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## 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

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 Name  
By its duly authorized agent,

Contract Number \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

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