



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:

PARK DEPARTMENT OPERATION & MAINTENANCE OF APRIL 14, 2010 @ 11:00 A.M.
QUARRY HILL BALLFIELD CONCESSION & FACILITIES

Detailed specifications are on file 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}.

A non-mandatory on-site pre-bid walk through is scheduled for April 6, 2010 at 11:00 a.m. at the Quarry Hill Ballfield, Riccuitti Drive, Quincy, MA.

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 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

LEGAL: MARCH 29, 2010
LEGAL: MARCH 31, 2009

GOODS & SERVICE
P.O. # L041410

DEPT.CHARGED: PARK DEPARTMENT



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

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: MARCH 31, 2010
Bid Call: APRIL 14, 2010 @ 11:00 A.M.
Department: PARK DEPARTMENT
Subject: OPERATION & MAINTENANCE OF CONCESSION & FACILITIES

- 1. Certified check or bid bond is NOT required. (Paragraph 1, line 09-17)
2. A Payment Bond is NOT required. (Paragraph 1, line 24-29)
A Performance Bond is NOT required
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.

* 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.

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

DATE: _____

SPECS: OPERATION & MAINTENANCE OF
CONCESSION AND FACILITIES @QUARRY HILL
BALLFIELD

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____



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
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: 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.

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)



INVITATION TO BID

For
“OPERATION & MAINTENANCE”
Of
QUARRY HILLS BALLFIELD
CONCESSION & FACILITIES



Date Due: April 14, 2010 @ 11:00

A pre-bid site visit has been scheduled for April 6, 2010 @ 11:00

Thomas P. Koch, Mayor

Kristen Powers, Director of Parks
Kathryn R. Hobin, Purchasing Agent

SPECIFICATIONS FOR
“OPERATION AND MAINTENANCE OF QUARRY HILL BALLFIELD
CONCESSION AND RESTROOM FACILITIES”

The City of Quincy invites sealed bids for operation and maintenance of the Quarry Hills ball field concession facility for the 2010 season. The 2010 contract period begins Saturday, April 24th and extends through and includes Labor Day. This contract will be for the period of one (1) year from the execution completion date. The contract may be extended at the sole option of the City, if it deems in its best interest to do so. Upon the satisfactory performance of the vendor the City of Quincy may extend the contract for two (2) additional one (1) year periods.

The City reserves the right to award a contract based on the offering deemed to be in the best interest of the Quincy Park Department through a vote of the Park & Recreation Board.

The City of Quincy will provide water and electricity to the Quarry Hills Ball field concession and restroom facilities.

DESCRIPTION-SCOPE OF WORK – Quality Requirements

The Contractor awarded the concession rights will have exclusive domain of the location as specified and will be required to perform the following tasks each day, at a minimum of one hour prior to the concession stand opening for public use.

The Contractor must provide the following:

- remove trash bags from rubbish barrels
- inside the building and those located on the fields
- place them in the dumpster provided.
- rake the stone dust area outside of the building in an effort to maintain a neat exterior appearance
- Contractor will dispose of all “loose” trash (e.g., plastic bottles, paper scraps, cigarettes, etc.) in the receptacles provided.

A public restroom is also on the premises. It is the responsibility of the Contractor to supervise the restrooms and ensure that they are open, clean and safe, (weather permitting), from 9:00 a.m. to 5:00 p.m. The City expects the vendor to be present for each game, unless notified of cancellation by the Park Department representative.

The Contractor must be responsible for:

- cleaning the toilets
- cleaning the sinks
- cleaning the floors of all debris
- empty trash from barrels
- all supplies and for stocking the restrooms.

The Contractor must provide his/her own food, equipment, etc. The site does not have grease traps for cooked foods. The Contractor shall use the concession site only for the purpose of conducting a refreshment concession. The term “refreshment concession” means the retail sale of such items as ice

SPECIFICATIONS FOR
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cream, candy, cold drinks, popcorn, hot dogs, etc. Sale of such items as alcoholic beverages, novelty items, non-perishable goods or other such items shall not be deemed to be within the scope of this proposal.

The Contractor shall be responsible for acquiring any and all necessary permits as required by the City of Quincy Building Department and/or the City of Quincy Health Department, as well as supply a sample menu & pricing to make sure food being served falls under these guidelines.

It is the responsibility of the Contractor at the conclusion of the day to ensure that the concession area and restrooms are left locked, clean and free of any refuse. It is also required that all electrical appliances are disconnected and ultimately removed at the end of the contract period.

It is the responsibility of the Contractor to dispose of delivery related rubbish (boxes, cartons, etc.) in the dumpster or recycling receptacle provided.

The Contractor shall not assign or sublet the concession site or the rights contained herein.

EXPERIENCE

The vendor shall have at least 2 years of experience in performing the services in the description above and provide 3 references.

(3) REFERENCES WHERE SIMILAR WORK HAS BEEN PERFORMED.

1. _____
2. _____
3. _____

Please include name and phone number of contacts.

INSURANCE AND BONDS:

The Contractor shall maintain liability insurance and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:

General Liability: One million dollars (\$1,000,000.00) per occurrence Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000.00 Annual Aggregate Limit. The City of Quincy shall be named as an “Additional Insured.”

SPECIFICATIONS FOR
“OPERATION AND MAINTENANCE OF QUARRY HILL BALLFIELD CONCESSION AND
RESTROOM FACILITIES” (cont.)

Workers’ Compensation Insurance: for all its employees in accordance with Massachusetts General Laws.

Umbrella Liability: of at least \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate.

The Contractor must provide the City with a Certificate of Liability Insurance upon award of contract. All policies of insurance shall require a thirty (30) day notice of cancellation to the City of Quincy and the City shall be designated as co-insured on such policies.

The Contractor shall be solely responsible for all claims of whatsoever nature arising out of the rendering of services by the Contractor during the term of the contract and the Contractor shall indemnify and hold the City of Quincy harmless against the same to the extent permitted by the law.

Under no circumstances shall a contractor attempt to modify or improve the concession building without the approval of the Park Department. Any improvement or modification fees and any inspection fees charged shall be the responsibility of the Contractor.

CONTRACT PERIOD:

The contract will be in effect for one (1) year from the execution of the contract. The City of Quincy will reserve the option to extend the contract for two (2) additional one (1) year terms once the original contract has been completed.

SCHEDULE OF EVENTS:

All quantities of days requested in the bid proposal are estimated quantities and maybe be extended due to playoff games. The City may elect to increase or decrease the number of days, as it deems in the best interest of the City. The City shall provide a Schedule of Permitted Events upon execution of said contract.

AWARD OF CONTRACT:

The City of Quincy shall award a single contract to the responsive and responsible bidder offering the highest total price who meets the specifications.

Receipt of Addendum No. _____ **Acknowledged By:** _____

Company Name: _____

Address: _____

Telephone #: _____

Date: _____

Bid Signed By: _____

Title: _____

PRICE PROPOSAL PAGE

Bids must be received by **April 14, 2010 @ 11:00 a.m.** on the enclosed form. Forms may be mailed or hand delivered to the City of Quincy Purchasing Department, 1305 Hancock Street, Second Floor, Quincy, Massachusetts 02169. All signatures and figures submitted on the price sheet shall be in ink. Proposals must be clearly written. More than one proposal from the same individual will not be considered. The City of Quincy (hereinafter, "City") reserves the right to reject any or all quotes, to waive minor informalities, or to advertise for new bids. Postmarks will not be considered.

NAME: _____

VENDORS FEE TO THE CITY FOR 2010 SEASON: \$ _____

Total in words

PRICE MUST BE IN A FLAT COST, NOT IN A PERCENTAGE.

If the City of Quincy decides to exercise its option of renewal, I/We (the bidder) agree to the same prices for the duration of the extension of this contract.

_____ Agree (Yes or No)

Payment fee by the Contractor to the City shall be made in full in the form of a cashier's check or certified check only, payable to the City of Quincy and filed with the Park Department. Said payment shall be due upon receipt of the keys to the concession stand.

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 ktrillcott@ci.quincy.ma.us Questions will be accepted until April 9, 2010 at 11:00 a.m.

If you have received this bid from either the City of Quincy Website or through an email it is your responsibility to check for addenda (at www.quincyma.gov) before you turn in your proposal. The City of Quincy will not be responsible any bids received omitting addenda acknowledgement.

A pre-bid site visit has been scheduled for April 6, 2010 @ 11:00

Company Name: _____