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 **WOODEN SAFETY FIBER FOR PLAYGROUNDS ACROSS THE CITY** **MAY 17, 2013 @ 11:00 A.M.**

The work consists of furnishing, delivering and installing 2000 cubic yards of safety fiber across some 24 locations. Safety fiber must be installed to specified levels as set forth by ASTM F1292 standards. The contract is a one-time application of safety fiber – Park Department personnel will perform general upkeep of fiber once it has been applied.

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

Bids/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.

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: APRIL 29, 2013
LEGAL: MAY 2, 2013

GOODS & SERVICE
P.O. # S051713

DEPT.CHARGED: PARK DEPARTMENT

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

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: **APRIL 29, 2013**
Bid Call: **MAY 17, 2013 @ 11:00 A.M.**
Department: **PARK DEPARTMENT**
Subject: **WOODEN SAFETY FIBER FOR PLAYGROUNDS ACROSS THE CITY**

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 **ALL PAPERWORK 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, CHAPTER149, 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: WOODEN SAFETY FIBER FOR PLAYGROUNDS ACROSS THE CITY

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.

V. QUOTATION OFFERED:

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

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

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

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

VI. SAMPLES

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

VII. PRODUCT

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

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

VIII. BRAND NAMES

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

IX. TERMS

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

X. DELIVERY

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

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

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

XI. TAXES

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

XII. INVOICING

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

XIII. PAYMENTS

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

XIV. FORCE MAJEURE CLAUSE

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

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

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

(b) Regulations imposed by the Federal Government.

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

XV. ERRORS AND OMISSIONS

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

XVI. PATENT RIGHTS

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

XVII. DEFINITIONS

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

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

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

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

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

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

XVIII. AFFIDAVIT and/or AGREEMENT

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

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

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

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

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

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

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

(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with 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 element of his, its, their price or that of anyone else;

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

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

XIX. INSURANCE

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

XX. CONTRACT

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

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

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

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

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

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

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

PROPOSAL TO CITY OF QUINCY, MASSACHUSETTS

To the Purchasing Agent
City of Quincy, Massachusetts

Date offered: _____ 20_____

Gentlemen:

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

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

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

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

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

TERMS: _____

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

(f) This offer to be accepted on or before _____ 20_____

Delivery Offered: _____

Priority Required: _____

Firm Name: _____

Signed by: _____ Corporate Seal or L.S.
Signature and Title

Address: _____

Signature of Partners: 1. _____ 2. _____

" " " 3. _____ 4. _____

Name of Corporation President: _____

Name of Corporation Secretary: _____

Corporation organized under State of: _____ Date: _____

Partner's Residential Address:

1. _____

2. _____

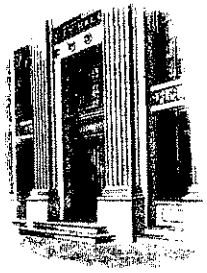
3. _____

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: (617) 376-1060

Fax: (617) 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) (TITLE)

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
(TITLE)

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.

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:_____.

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)

CERTIFICATION OF GENERAL BIDDERS ON PUBLIC CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date: _____

_____
Name of General Bidder

By _____
Signature

_____
Print name and title

_____
Business Address

_____
Street Address City and State

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

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date _____

_____
Name of Sub-bidder

By _____
Signature

_____
Print Name and Title

_____
Business Name

_____
Street Address, City and State

"Wooden Safety Fiber for Playgrounds"
City of Quincy, Massachusetts
May 2013

City of Quincy
Park & Forestry Department
Richard J. Koch Park & Recreation Complex
One Merrymount Parkway
Quincy, MA 02170

Thomas P. Koch
Mayor

Christopher Cassani
Executive Director

INVITATION TO BID

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

The City of Quincy invites sealed bids/proposals for:

"Furnishing, Delivery and Installation of Wooden Safety Fiber for Playgrounds Locations: City-wide

Summary

The City of Quincy maintains and operates more than 30 different playground locations, all free of charge. At present the City places wooden safety fiber at nearly all city locations to ensure the safe enjoyment for all of these important city resources.

Safety fiber spreads out and degrades over time, and it is necessary to replenish safety fiber to certain depth specifications. At present nearly two dozen of the City's more than 30 locations are in substantial need of new safety fiber.

Bidder will include cost to furnish, deliver and install 2000 cubic yards of safety fiber across some 24 locations within the boundaries of the City of Quincy. Pricing should be listed as per cubic yard. Bidder will provide along with each load of safety fiber an original bill of lading from manufacturer as well as manufacturer's certification that safety fiber was derived from virgin forest hardwood. Recycled products will not be accepted.

The City of Quincy will consider, at a minimum, the following criteria:

* The experience and qualifications of personnel.
* Demonstrated experience in the service for which this response is being submitted.
* Responsiveness of this Invitation to Bid specifications and instructions.
* Past performance for and recommendations from other public and private clients.
* Ability to meet response time.
* Ability to supply and provide the equipment and resources listed.

Description of Work – General

The work consists of furnishing, delivering and installing 2000 cubic yards of safety fiber across some 24 locations. Safety fiber must be installed to specified levels as set forth by ASTM F1292 standards. The contract is a one-time application of safety fiber – Park Department personnel will perform general upkeep of fiber once it has been applied. All work will be done in consultation with the Park Department.

Estimated Locations

The Park Department will furnish a complete list of locations to the selected bidder. Quantity estimate has been calculated to provide new fiber to 24 locations. Attachment A is likely list of sites.

Materials

All safety fiber will adhere to ASTM F1292 standards and will be derived from virgin forest wood. No recycled materials will be accepted.

Work Procedure

All work shall be performed in a neat and workmanlike manner. All material or equipment replaced shall be held available for inspection until the City has approved payment for the work performed unless otherwise directed in writing. Any debris from a repair or maintenance shall become the property of the Contractor and shall be removed at completion of the workday. The area surrounding the premises must be left clean. Contractor must ensure all waste materials generated from the maintenance program are properly disposed of in accordance with all applicable laws and regulations.

Performance

The Contractor will complete installation of safety fiber within 5 weeks of commencing work.

Employees

The Contractor shall employ only competent, skilled, licensed, and certified employees to do work required of them. Whenever the City shall notify the Contractor that any employee on the work site is, in his opinion, incompetent, or not executing his trade as expected by the City, such employee shall be discharged from the work site and shall not again is permitted to work upon this Contract.

Only representatives designated by the Contractor shall be authorized to receive and execute instructions given by the City.

Protection of Work, Property, and Persons

The Contractor shall adequately protect the operation of the work and shall protect adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

It is the Contractor's responsibility to ensure that he does not damage any materials, equipment or structures during his operations, and he shall be held liable for any damages

that he causes. The Contractor shall replace or repair all damages to the satisfaction of the City or property owner at no expense to the City.

Contractor's Liability Insurance/Bonds

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

Certificates of Insurance shall be submitted to the City on award of Contract.

A bid bond is not required with your bid. The selected Bidder will not be required to provide a Payment Bond or Performance Bond.

Independent Contractor

The Contractor is an independent contractor and is not an agent of the City of Quincy and is not authorized to act on behalf of the City. The City will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the City.

Successors and Assigns

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City nor the Contractor shall assign or transfer any interest in the agreement without written consent of the other.

Award and Termination of Contract

The City shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of the services provided.

The City may terminate this Agreement at any time for any reason upon submitting to the Contractor fifteen (15) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed by the City's termination notice. The Contractor shall promptly notify the City of costs incurred to date of termination and the City shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

In submitting and signing a bid proposal, the Bidder understands that the City of Quincy reserves the right to reject any and all bids or to waive any informality in the submitted bid documents. The City may also reject any bid that has unit prices, which in the opinion of the City's purchasing authority are obviously unbalanced. The Bidders are required to calculate the value of each item taking into account the prevailing wage laws and reasonable cost of materials mark up, profit and overhead to perform the work described.

If in the opinion of the City's purchasing authority the prices offered are unreasonable or obviously unbalanced, the City may reject such offer or if permitted by law negotiate such prices to be acceptable

Notice

Any and all notices, or communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, receipt requested, be registered certified mail or by other delivery service, to the parties at the address set forth herein or furnished from time to time in writing hereafter by one party to the other party.

Severability

If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

Qualification Standards

Bids will only be accepted from Bidders meeting the below listed minimum qualifications. Acceptance of any substitute qualifications as equivalent will be at the sole discretion of the City.

Experience – Bidders must have a minimum of two years experience furnishing and installing playground safety fiber.

The low bidder must possess the necessary staff and equipment to perform the work or demonstrated the ability to have the necessary manpower and equipment within a reasonable time (2 weeks) from contract award.

Provide a list of references for all related work over the past two years.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc: to kimtrillcott@quincyma.gov Questions will be accepted until May 10, 2013 at 4:00 p.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.

REFERENCE LIST

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

Reference #1 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Reference #2 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Reference #3 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Reference #4 Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

City of Quincy
Purchasing Department 1305 Hancock Street
Quincy, MA 02169 (617) 376-1060

BID FORM

The undersigned, hereafter called the bidder, having fully familiarized her/himself with all of the bid documents, hereby agrees and declares:

1. That prices inserted cover all labor, materials, transportation, insurances and bonds, and all necessary incidentals and expenses to fulfill the conditions of the Contract within the time stated.
2. That if a substitute manufacturer's name is not inserted by the bidder under the appropriate column, it is understood that the bidder will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Chapter 62C, Section 49A, the bidder hereby certifies that the bidder has filed all state tax returns and paid all state taxes required under law.
4. 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.

The following item is to be completed by the Bidder:

#	Title	Price Per Cubic Yard
1	Natural forestwood safety fiber surfacing, delivered and installed, tested to ASTM F1292 standards	$_____

Company Name:_____

Address:_____

City/State/Zip:_____

Phone:_____ Fax: _____

Email:_____

Submitted By:_____
Signature and Title of Person Authorized to Sign Bid

Attachment A

Playground Safety Fiber Resurfacing Project Locations

Arthur Boyson Playground – Heron Road

Baker Beach – Broady Street @ Palmer Street

Bayswater – Bayswater Road in Houghs Neck

Bishop Field – Hamilton Avenue/Holbrook Rd. in Montclair

Bradford Park – Bradford Street in Penn's Hill

Brill Field – Island Avenue Houghs Neck

Collins Rest-a-While – Merrymount Parkway

Della Chiesa – Brooks Avenue South Quincy

Faxon Park – Faxon Park Road in Penn's Hill

Flaherty Park – Hall Place @ Quarry Street in West Quincy

Forbes Hill – Forbes Hill

Fore River Field – Beechwood Street in Quincy Point

Kincaide – Water Street in South Quincy

LaBrecque – Sea Street in Houghs Neck

Lincoln Hancock – Water Street entrance @ Lincoln Hancock School

Macy Street – Macy Street in Houghs Neck

McArdle Playground – Allerton Street

MassFields – Willet Street

Perkins Field – Narragansett Road in Merrymount

Russell Park – Russell Park @ Southern Artery

Stoney Brae – South Central Avenue on Wollaston hill

Wendall Moses – Parke Avenue in Squantum

Whitwell Park – Whitwell Street on Hospital Hill