



REQUEST FOR PROPOSAL

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:

RECREATIONAL PROGRAMS AT QUINCY QUARRY RESERVATION

PARK DEPARTMENT

MAY 17, 2012 @ 11:00 a.m.

The City of Quincy acting on behalf of the Park and Recreation Department, will be accepting proposal to select the most advantageous proposal for a Recreational Program to provide an avenue whereby residents of Quincy and other surrounding communities can participate in recreational activities at the Quincy Quarry Reservation, the competitive sealed proposal process shall be used, for details, please visit our website.

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} 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 the 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. Bidder must abide by the prevailing wages as established by the Massachusetts Department of Labor and Industries.

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

Thomas P. Koch, Mayor

Kathryn R. Hobin, Purchasing Agent

**CITY OF QUINCY
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSAL:

**Recreational Programs at Quincy Quarry Reservation
RFP #**

**Proposal Date Opening:
MAY 17, 2012 @ 11:00 A.M.**

**Thomas P. Koch, Mayor
Kathryn R. Hobin, Purchasing Agent**

**QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
May 17, 2012 @ 11:00 a.m.**

REQUEST FOR PROPOSAL

Recreational Program

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer, acting on behalf of the Park and Recreation Department, will be accepting bids and has determined that in order to select the most advantageous proposal for a Recreational Program to provide an avenue whereby residents of Quincy and other surrounding communities can participate in recreational activities at the Quincy Quarry Reservation, the competitive sealed proposal process shall be used.

It is essential that the City retain the services of a management firm with the appropriate background to operate the Recreational Program so that the residents of Quincy will be assured they will be provided equipment that is professionally managed and expertly maintained. The City's evaluation committee shall review, evaluate and rate each management firm's technical information on experience working in a public sector, quality of equipment and quantity of equipment available for use. After this rating has been reviewed and accepted, the City will open price proposals. It is the policy of the City to continually improve the quality of service being offered at an affordable price to its patrons. Therefore, in order to achieve this policy, the City will award a contract, if at all, to the Recreational Program the City determines most advantageous. The City is looking for proposals that will allow the operator to continually meet these goals and improve the quality of service being offered to the public. The RFP process will enable the City to provide higher ratings to management firms whose experience in public and private recreational management operations and whose key personnel have more than the minimally adequate number of years of experience in the operation of public and private recreational programs.

The proposal offering to pay the highest percentage of gross revenues may not necessarily be the most advantageous proposal with respect to the above qualities.

II. PURPOSE

The City of Quincy, (hereinafter, "The City") is soliciting the services of interested and qualified recreational program operators to set up, manage and maintain an recreational program operation and other recreational activities at the Quincy Quarry Reservation at no cost to the City. The services to be provided include the following: build, manage, maintain, and operate the facilities in accordance with a formal management agreement.

The intent of the proposal is to promote the public purpose of increasing recreational activities, park space and open space, while complementing existing activities such as rock climbing and hiking.

III. SCHEDULE

Key Dates for This Proposal:

- RFP is available Thursday, April 26, 2012
- All Question(s) for clarification should be submitted by Thursday, May 10, 2012 @ 12:00 p.m. Questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincvma.gov and cc: to mmarini@quincvma.gov
- All Question(s) shall be answered by Monday, May 14, 2012 @ 4:00 p.m.
- Proposal is due May 17, 2012 @ 11:00 p.m. Any bids that arrive late will be rejected and deemed non responsive.

IV. BACKGROUND

The Quincy Quarry Reservation is located off of Ricutti Drive, and shares borders with property owned by the Commonwealth of Massachusetts. At present, there are baseball fields, soccer fields, and hiking trails in the area. Rock climbing is also a popular activity. The City seeks to add a recreational program operation and other facilities that would be compatible with the present uses of the property. The successful applicant will need to work with several entities, including but not limited to the City, the Quincy Zoning Board of Appeals and the Commonwealth of Massachusetts Department of Conservation and Recreation.

V. INSTRUCTIONS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Quincy City Hall, 1305 Hancock Street, Quincy, MA 02169, no later than **May 17, 2012 @ 11:00 a.m.**

FAXED PROPOSALS WILL NOT BE ACCEPTED.

- B. **SUBMISSION OF PROPOSAL**

One original and 3 Copies of the TECHNICAL AND one **original and 3 Copies** of the PRICE PROPOSALS MUST BE SUBMITTED IN **SEPARATE SEALED** ENVELOPES, PLAINLY MARKED:

“TECHNICAL PROPOSAL - RFP # Recreational Programs at Quincy Quarry Reservation

“PRICE PROPOSAL - RFP # Recreational Programs at Quincy Quarry Reservation

ALONG WITH YOUR COMPANY'S NAME ON BOTH ENVELOPES.

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.

- C. **QUESTIONS:** Inquiries involving procedural or technical matters should be directed in writing to:

Kathryn Hobin, *Chief Procurement Officer*
And Meredith Marini, *Assistant Contract Coordinator*
Purchasing Department
City of Quincy
1305 Hancock Street
Quincy, MA 02169
FAX (617) 376-1074
E-mail: khobin@quincyma.gov and mmarini@quincyma.gov

If you have received this bid from the City of Quincy Website 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. If you send a confirming email when you print out this bid, we will notify you if and when an addendum has been posted.

Copies of addenda will be made available for inspection at the location listed in the Request for Proposals where Contract Documents are on file in addition to the City's website

<http://www.quincyma.gov/Government/PPD/PurchasingBidPage.cfm>

All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals. Technical proposals must acknowledge addendum on the first/Transmittal page. Price proposals shall have a line for proposers to acknowledge each addendum.

- D. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The firm shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

- E. PRE-PROPOSAL CONFERENCE:** None
- F. PROPOSAL ACCEPTANCE AND REJECTION.** The City will give notice of the acceptance of the proposal to the successful firm by mailing an award letter to the firm as stated in the proposal. The successful firm shall deliver the Agreement, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful firm fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any firm to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular firm if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each "Out-of-State" firm shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.
- G. PRICE PROPOSAL.** The amount to be paid to the City shall be negotiated, but will consist of a minimum amount for the first year or a percentage of all gross revenues from the operation of the programs and related activities, whichever is greater. Firms shall use Attachment A to this RFP in submitting the price proposal.
- H. TECHNICAL PROPOSAL.** The technical proposal shall consist of documentation that the firm satisfies the minimum criteria as set forth in this document.
- I. ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
- J. PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the firm and shall not be chargeable in any manner to the City of Quincy.
- K. CONTRACT AND TERM.** After selection of the successful proposal, the successful firm and the City shall execute a written contract containing the terms of this RFP and the successful firm's response, together with any changes to the service plan negotiated by the parties. Such contract shall not take effect until signed by both parties and approved by the Mayor of the City of Quincy. **The terms of this contract shall extend from the day of execution of contract through a one year period. There will be two (2) additional one (1) year renewal options available at the sole discretion and approval by the City.** The provisions of the contract, except as expressly modified by the provisions of this RFP shall also be included in the contract to be executed by the management firm and the City. Any contract exceeding 3 years will need City Council approval prior to entering a long term contract.
- L. METHOD OF PAYMENT.** Management firm shall be required to remit a percentage to be negotiated of the minimum guarantee at the time of contract **extension** each year of the contract. The check shall be made payable to the City of Quincy and submitted to the manager assigned by the department for deposit into the proper city accounts. Then upon the first working day of each month of the contract the contractor shall remit a percentage to be negotiated of the remaining balance of the minimum guarantee until paid in full by the start of each contract year to the City of Quincy to oversee the program. Upon conclusion of each contract year, the contractor shall submit a complete certified accounting of revenues to City of Quincy and final payment of any balance that exceeds the minimum guarantee up to the amount of the percentage associated with this contract.
- M. INSURANCE REQUIREMENTS -** The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.
- N. UTILITIES.** All utility expenses such as water, sewer, electricity, etc., which are or may be required to operate the facility will be borne by the contractor.
- O. MATERIALS AND SUPPLIES.** Management Firm is required to supply all materials necessary to maintain the facility.
- P. FEES AND CHARGES.** Permit fees and daily fees must be approved by the City of Quincy. The management firm must present their fee proposal to the City prior to July 1 of each year of the agreement for the forthcoming season. The City of Quincy has final authority to establish all fees for the forthcoming year and for each year of the agreement.

- Q. **PROGRAM FEES AND CHARGES.** Fees charged for activities shall have the prior approval of the City of Quincy prior to any publication of such fees.
- R. **BOOKS AND RECORDS-** The Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City. Upon request by the City, the Management Firm shall also provide monthly financial reports on the operation of the facility in a form satisfactory to the City.
- S. **PERFORMANCE/PAYMENT BOND.** Management firm will, at or before the execution of the resulting agreement, furnish to the City an acceptable corporate surety bond(s), as security for faithful performance and non-negligent performance of the agreement. The bond(s) shall be in force at all times during the term of the management agreement.
- T. **FORCE MAJEURE.** Neither the City nor the management firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- U. **TERMINATION** Management Firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement. The City will own all permanent structures and buildings at the termination of the agreement. The Management Firm will remove all non-permanent structures or similar improvements at the termination of the agreement.
- V. **NON-DISCRIMINATION/EQUAL OPPORTUNITY.** Management firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Quincy facilities.
- W. **ASSIGNMENT.** Management firm shall not assign or subcontract any portion of the operation without prior written approval from the City.
- X. **INDEPENDENT CONTRACTOR.** Management firm and its employees will operate as an independent contractor and are not considered to be City of Quincy employees.
- Y. **NOISE ORDINANCE.** The Management Firm must comply with the City of Quincy noise ordinance during the building and daily operation of the programs

SCOPE OF SERVICES

I. RECREATIONAL PROGRAMS

A. Objectives

1. Provide high-quality service and affordable recreational programs for the City.
2. Expand the numbers of community members participating and gaining enjoyment from the Quincy Quarry Reservation.
3. Attract tourists and participants from surrounding communities, at the same time increasing commerce in the City.

B. Responsibilities

1. Set up, supervise and maintain a qualified teaching staff capable of running varied recreational programs.
2. Promote safe recreational programs in Quincy.
3. Create new programs for the City of Quincy.
4. Administer group outings.
5. Work smoothly with a wide variety of City departments, officials and employees.
6. Safety - The management firm is not to leave the premises until all participants have left.

II. MANAGEMENT

- A. **Hours and Days of Operation.** The recreational programs will open year round 8:00 am to dusk, weather permitting and limited evening hours for night programs as demand requires.
- B. **Maintenance.** Management firm shall be responsible for maintaining the Quincy Quarry Reservation property, including lawn mowing, tree trimming, snow removal, trash removal, maintenance of parking areas and providing restrooms open to the general public, under the supervision of the City of Quincy Park Department.
- C. **Minimum Staffing.** It is the intent of the City to have a qualified individual who is associated with the management firm and will serve as the on-site manager. Such individual must have full authority to act for the management firm and bind the Management Firm in all respects with regard to the operation of the facility. All Management Firm personnel shall wear staff shirts when on duty identifying them as a management firm employee.
- D. **Welcome Center.** The management firm will be required to construct and maintain a Welcome Center, at their own expense, on the property. Final design of the building must be approved by the City of Quincy and all applicable permits must be obtained by the firm.

III. REPORTING RELATIONSHIP

- A. The firm reports directly to the Park Department.
- B. All activities and other programs must be approved on a case by case basis by the City of Quincy prior to advertising any additional programs.
- C. The firm is responsible for taking in registration forms and creating program rosters. All registration forms will be collected by the firm, and made available to the City for inspection and copying as needed.
- D. If time and resources permit, the City's administrative staff will assist the firm with the aforementioned administrative tasks on occasion. This help will be granted or denied at the discretion of the City. The administrative responsibility ultimately remains that of the firm.
- E. The administrative staff will respond to phone calls that come into the department to the best of their ability. The firm will provide scheduling and other basic information to the administrative staff for this purpose.

IV. FINANCIAL RELATIONSHIP

- A. All participants will have a pre-numbered carbonless receipt copy filled out by the customer. This form will include a waiver of liability for the City, the cost of participation and method of payment (cash/check/credit card), and signature of the renters. No credit card information is to be on this receipt.
- B. The City shall keep copies of these receipts for reconciliation purposes.
- C. The firm will be responsible for all expenses associated with the Recreational Program inclusive of staff, advertising, registrations and all other program expenses.
- D. Promotional, marketing, sales and equipment expenses will be borne by the firm, with the exception of circumstances that have prior approval of the Mayor or his designee.

V. LOCATION

- A. The firm will provide his/her own office space.
- B. Any garages, storage sheds or other buildings shall not be built without prior approval of the City.

MINIMUM CRITERIA

All Recreationl Program Firms must meet the following minimum criteria in order to be considered for further evaluation:

A. EQUIPMENT

1. All equipment used shall be in compliance with the Association for Challenge Course Technology ("ACCT") if an aerial tour program is proposed.
2. All structures shall be designed and inspected by a registered engineer, in addition to any necessary inspections by the City.
3. Third party inspections of all equipment will be performed annually and copies of inspection reports shall be provided to the Park Department.

B. STAFF EXPERIENCE

1. If an aerial tour program is proposed by an Aerial Management Firm, ten (10) years of experience, managing motorized and non-motorized aerial equipment is required.
2. Ten (10) years of management experience by the individual who will manage the staff, safety and maintenance routine of the facility.
3. The on site manager must have full authority to act for the management firm and bind the management firm in all respects with regard to the operation of the aerial/recreation programs.
4. The on site manager will need to be equipped with a cell phone for their use and in case of emergency.
5. The firm shall have minimum staffing levels to insure safety at all aspects of the operation at all times.

C. QUALIFICATIONS AND CERTIFICATIONS IF AN AERIAL TOUR IS PROPOSED

1. Aerial tour management firm must be a member of ACCT and follow guidelines established by ACCT throughout the tour.
2. The firm must provide a copy of the current ACCT membership.
3. The firm must have staff of thirty (30) or more associated with aerial or similar businesses.
4. All guides shall be trained at a minimum standard set by the ACCT.
5. The firm must demonstrates a record of success directing a municipal or private aerial tour program which enrolls 30,000 participants annually.
6. The firm must demonstrate an ability to implement and utilize an electronic (computerized) system to handle all records.
7. The firm must maintain a system, whether by telephone or internet, for informational purposes inclusive of specific information related to cancellations due to weather.
8. The firm must provide complete resume of history of firm and all its principals, including the most recent contracts within the past year.
9. Minimum of ten (10) years experience managing aerial programs.

COMPARATIVE CRITERIA

Proposals shall be evaluated based on the following criteria:

A. MANAGEMENT

1. **The ability of management firm to manage, maintain and operate recreational programs**

Highly Advantageous – More than five (5) years of actual on-site experience by all the management employees of the management firm, which shall have ten (10) years experience managing programs at two (2) or more sites which generated income for the community while remaining affordable for the public, if the site was public, and if private, generated income for the business while maintaining prices within industry standards.

Advantageous – Have three (3) - (5) years of actual on-site experience by all the management employees of the management firm, which shall have less than ten (10) years experience managing programs at only one sites which generated income for the community while remaining affordable for the public, if the site was public, and if private, generated income for the business while maintaining prices within industry standards.

Not Advantageous - Less than three (3) year actual on-site experience by management employees of the management firm; or experience involving operation of the programs which failed to generate income.

Unacceptable - No experience in the management, maintenance or operation of public or private programs, and/or the management firm having less than ten (10) years experience.

2. **Management firm's plan to provide required maintenance at the Quincy Quarry Reservation that would make available access to the site easier for the public.**

Highly Advantageous - Submission of a plan for maintenance at the Quincy Quarry Reservation that would not require an increase in fees or require any funding from the City.

Advantageous - Submission of a plan for maintenance at the Quincy Quarry Reservation. that would require an increase in fees and not require any additional funding from the City.

Not Advantageous - Submission of a plan for maintenance at the Quincy Quarry Reservation that would require an increase in fees and would require additional funding from the City.

Unacceptable - No maintenance plan submitted.

3. **Management firm's plan to provide additional incentives to increase the amount of use by Quincy residents, by youth and seniors and to increase community spirit and public awareness of the Quincy Quarry Reservation as a community resource.**

Highly Advantageous - A plan which sets forth at least three (3) or more specific incentives which will be offered by the management firm. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the Quincy Quarry Reservation as a community resource. Such plan would involve no cost to the City.

Advantageous - A plan which sets forth less than three (3) specific incentives or sets forth incentives which are tentative and not in keeping with the character of the Quincy Quarry Reservation as a community resource. Such plan would involve no cost to the City.

Unacceptable - No plan; a plan which involves cost to the City; a plan which sets forth incentives which are tentative or which are not in keeping with the character of the Quincy Quarry Reservation as a community resource.

4. **Accountability of Revenues. The management firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the Recreational Facility.**

Highly Advantageous - A plan which specifically details an accurate method for recording and accounting for revenues that are taken in as part of the facility; and includes a comprehensive report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the person who would be submitting this information to the City.

Advantageous - A plan which generally describes an accurate method for recording and accounting for revenues that are taken in as part of the facility; and includes a report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the staff position who would be submitting this information to the City.

Unacceptable - A poor or no plan submitted; or does not sufficiently describe an accurate method for accounting for the revenues in as part of the facility; or does not have a method for the City to verify the accuracy of the numbers submitted; or does not present either the name or staff position of the person who would be submitting the information to the City.

B. RECREATIONAL PROGRAMS

1. Teaching and Directing Staff

The extent of the management firm's personal, recent, direct experience teaching and supervising staff in safety, first aid and customer service

Highly Advantageous - management firm has been personally supervising recreational programs steadily for more than the past five years up to the present day.

Advantageous - firm has been personally on site supervising recreational programs steadily for the past three to five years up to the present day.

Not Advantageous - firm has not been personally on site supervising programs steadily during the past three years.

2. Promotions and Marketing

The extent of recreational programs management firm's experiences promoting a municipal or private Recreational Program by marketing directly to the public via an advertising campaign.*

Highly Advantageous - firm has more than five years experience.

Advantageous - firm has three to five years experience.

Not Advantageous - firm does not have at least three years experience.

*Note: Firm is required to submit two paragraphs explaining how his/her promotion program worked and what success it achieved. Also required are samples of materials used in marketing campaign and evidence of numbers of years campaign was run. It should also be noted that the overall desired experience of the management firm is ten years (see minimum criteria B (1) above)

3. The extent of experience promoting a municipal Recreational Program and/or a private Recreational Program through a mail marketing campaign.*

Highly Advantageous - Recreational programs firm has more than five years experience.

Advantageous - Recreational programs firm three to five years experience.

Not Advantageous - Recreational programs firm does not have at least three years experience.

*Note: Firm is required to submit materials used in municipal Recreational Programs and/or community Recreational Program mail marketing campaign, including evidence of the period the campaign was run.

4. The extent of experience promoting a municipal Recreational Program and/or a community Recreational Program through print media.*

Highly Advantageous - firm has more than five years experience.

Advantageous - firm has three to five years experience.

Not Advantageous - firm has less than three years experience.

*Note: Firm is required to submit evidence used in print media campaign to substantiate claim of experience.

5. The extent of experience promoting a Recreational Program through the internet.

Highly Advantageous - Recreational programs firm maintains an Internet site for program specifics.

Advantageous - Recreational programs firm maintains an internet site to market a non-municipal program, product or service other than recreational programs.

Not Advantageous - Firm does not use the internet to market a product or service.

C. Total Leadership of a Recreational Program serving a population in excess of 90,000

1. **The extent of firm's experience directing, promoting and administering a Recreational Program for a population in excess of 90,000**

Highly Advantageous - Firm has more than five years experience in a municipality with a population of 90,000 or more.

Advantageous - Firm has three to five years experience in a municipality with a population of 90,000 or more.

Not Advantageous - Firm has less than three years experience in a municipality with a population of 90,000 or less.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the Management Firm offering the most advantageous proposal, taking into consideration all evaluation criteria. All proposals shall remain firm for ninety (90) calendar days after the proposal opening. The City reserves the rights to reject any proposal and/or not award any contract.

As used herein, the term "qualified, responsible and eligible Management Firm" shall be defined as a firm that has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

A thorough reference check will be performed by the City to determine the qualifications and past history of the firms' previous contract(s) of comparable size.

In evaluating Proposals, the City will consider the qualifications of only those Management Firms whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the reference check of such firm fails to satisfy the City that the firm is properly qualified to carry out the obligations of the contract.

PROPOSAL SUBMISSION REQUIREMENTS

1. **Technical Proposal.** Management firm's technical proposal shall be signed by a duly authorized representative and submitted on **Attachment B** and shall include but not be limited to the narrative descriptions outlined on the sheet entitled Technical Proposal - Minimum Criteria
2. **Attachment B** and the narrative descriptions shall be placed in a separate sealed envelope marked "**RFP # - Technical Proposal – Quincy Quarry Reservation**"
3. **Price Proposal.** Management firm's amount of payment to the City shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the firm and **placed in a separate sealed envelope marked " RFP # Price Proposal – Quincy Quarry Reservation"**

END OF SECTION

Attachment A

Price Bid Proposal

Price Proposal – RFP # -

Quincy Quarry Reservation

This form must be completed and placed in a **separate** sealed envelope marked

Name of Firm or Individual Submitting Proposal: _____
(Please Print Clearly)

Address: _____

Telephone / FAX #: _____

E-mail Address: _____

Proposer acknowledges the following Addendum: _____, _____, _____, _____, _____,

Above Bidder Proposes to Pay to the City of Quincy

Minimum amount for first year \$ _____ or

_____ % of the gross revenue from the recreational programs operation.

Signature of Management Firm: _____

Name of Management Firm: _____

Date: _____

END OF SECTION

Attachment B

Technical Proposal

Price Proposal – RFP # -

Quincy Quarry Reservation

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
Technical Proposal – Recreational Programs Operation

Name of Firm or Individual Submitting Proposal: _____
(Please Print Clearly)

Address: _____

Telephone / FAX #: _____

E-mail Address: _____

Proposer acknowledges the following Addendum: _____, _____, _____, _____, _____,

Signature of Management Firm: _____

(Title) _____

Name of Management Firm: _____

Date: _____

A. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any Management Firm submitting a proposal must satisfy the following criteria in order for its proposal to be considered. Accordingly, Firms must supply information showing the following:

1. Ten (10) years experience or its equivalent by the management firm managing public or private Recreational Programs.

List names of programs, # years managed location and professional references to contact.

2. Ten (10) years experience or its equivalent by the management firm maintaining facilities of a Recreational Program.

List names of programs, # years maintained, location and professional references to contact.

(Attach proposed maintenance plan, including start-up, on-going maintenance and shutdown).

3. Provide a set of rules and regulations as well as pricing structure for the Recreational Program at Quincy Quarry Reservation. This must be provided to the City of Quincy and receive approval prior to any use on site.

4. Plan to provide additional incentives to increase the amount of use by Quincy residents, by youth and seniors and tourists to increase community spirit and public awareness of the Quincy Quarry Reservation as a community resource.

(Attach plan that specifies the actions and programs that will be undertaken to provide for incentives that will allow continued growth programs.)

5. Detailed description of the method to be used to ensure the accountability for all revenues generated at the recreational programs facility.

(Attach description should show in detail how the revenues will be collected and recorded. The method in which these revenues are reported to the City and how the amounts can be verified by the City.)

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of proposal submittal and are only provided here to demonstrate the type of forms the city will use when executing the final contract with the successful bidder.

CITY - CONTRACTOR AGREEMENT

FOR

RECREATIONAL PROGRAM

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Quincy, a municipal corporation acting by and through its Mayor but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City requires the services of a Management Firm with respect to an Recreational Program, and

WHEREAS, the Contractor has submitted a responsive proposal for such services,

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Quincy's Request for Proposal No. [dated], issued by Kathryn R. Hobin, Chief Procurement Officer (hereinafter "Request for Proposals");

-- Technical and Price Proposal of _____, each dated _____, 2012 and signed by _____, (hereinafter, "Contractor's Proposal");

2. Scope of Work

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services". The City of Quincy shall designate a contact person from his staff to work with the Contractor.

3. Term of Agreement

The terms of this contract shall extend from the day of execution of contract through a one year period. There will be two (2) additional one (1) year renewal options available at the sole discretion and approval by the City. The provisions of the contract, except as expressly modified by the provisions of this RFP shall also be included in the contract to be executed by the management firm and the City. Any contract exceeding 3 years will need City Council approval prior to entering a long term contract.

4. Payment procedures

Management Firm shall be required to remit 50% of the minimum guarantee at the time of contract execution each year of the contract check made payable to the City of Quincy and submitted to the manager assigned by the department for deposit into the proper city accounts. Then upon the first working day of each month of the contract the contractor shall remit 1/5th of the remaining balance of the minimum guarantee until paid in full by the start of each contract year to the supervisor assigned by the Mayor to oversee the program. Upon conclusion of each contract year the contractor shall submit a complete certified accounting of revenues to the Mayor or his designee and final payment of any balance that exceeds the minimum guarantee up to the amount of the percentage associated with this contact.

5. Reporting procedures

Prior to instituting any programs or events, the contractor is required to receive approval from the Park Department.

All fee structures associated with the Recreational Program are to be approved by City of Quincy prior to implementation.

At the end of each month of the contract, the contractor will be required to submit an accounting to the City of Quincy.

6. Indemnification

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of his employees and agents hereunder and agrees that he will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

7. Insurance

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Non-assignability

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

10. Entire Agreement

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Quincy.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

CONTRACTOR

By _____

Title _____

Date _____

By _____

Vendors Signature

(Affix Corporate Seal Here)

No City monies are obligated by
this contract.

By _____

Director of Municipal Finance

Date _____

CITY OF QUINCY

By _____

Mayor Thomas P. Koch,

Date _____

By _____

*Helen Murphy,
Director of Operations*

Date _____

Approved as to Legal Form and
Character

By _____

James Timmins, City Solicitor

Date _____

By _____

*Kathryn R. Hobin
Chief Procurement Officer*

Date _____

By _____

Department Head

Date _____



CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT, CITY HALL

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. I. INVITING BIDS

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

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

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

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

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

30. (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
31. one deemed best for the City.

32. II. FORM OF PROPOSAL AND SIGNATURE

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

43. III. PROPOSALS

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

50. IV. QUANTITIES

51. The quantities given are approximate, meaning more or less and are herein given and attached and are a
52. 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 L.S.

29. Address: _____

30. Signature of Partners: 1. _____ 2. _____

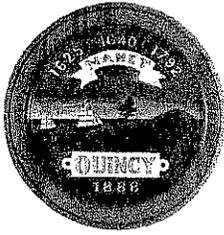
31. " " " 3. _____ 4. _____

32. Name of Corporation President: _____

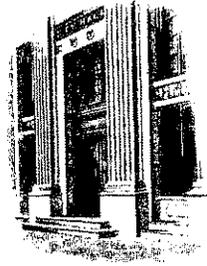
33. Name of Corporation Secretary: _____

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.

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)

**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

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: _____.