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:

WATER DEPT. **JUNE 22, 2010 @ 11:15 A.M.**

PORTABLE AUTOMATIC SELF PRIMING SIX INCH UTILITY TRASH PUMP THAT WILL LIFT UP TO TWENTY-EIGHT (28) FEET TRAILER MOUNTED WITH CRITICAL SILENCED ENCLOSURE AND ALL APPURTENANCES

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 must state exceptions, if any, the delivery date and any allowable discounts. Bids/Proposals must be in a sealed envelope. The outside of the sealed envelope is to be clearly marked **"BID ENCLOSED"** with time/date of bid call.

Firm bid prices will be given first consideration. Bids/Proposals will be received at the office of the Purchasing Agent until the time and date stated above, at which time and date they will be publicly opened and read. Late Bids/Proposals, delivered by mail or in person, will be rejected.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R. Bidder must abide by the prevailing wages as established by the Massachusetts Department of Labor and Industries, if applicable.

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

Thomas P. Koch, Mayor

Kathryn R. Hobin, Purchasing Agent

LEGAL: JUNE 7, 2010 P.O. # P062210 DEPT.CHARGED: WATER DEPARTMENT

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

DETAILED SPECIFICATIONS AND REQUIREMENTS

ISSUE DATE: **JUNE 7, 2010**
BID CALL: **JUNE 22, 2010 @ 11:15 A.M.**
DEPARTMENT: **WATER DEPARTMENT**
ITEM: **PORTABLE AUTOMATIC SELF PRIMING SIX INCH UTILITY TRASH PUMP THAT WILL LIFT UP TO TWENTY-EIGHT (28) FEET TRAILER MOUNTED WITH CRITICAL SILENCED ENCLOSURE AND ALL APPURTENANCES**

1. A 5% certified check or bid bond is not required.
2. A Payment and Performance Bond is not required.
3. The following forms, if contained in the bid documents, must be completed and signed:
   - √• Certificate of Non-Collusion
   - √• Tax Compliance Certificate
   - √• Certification Relating to Debarment and Suspension
   - √• Signature Authorization Form
   - √• Proposal Sheet 5 of 5 (Lines 28 – 39)
   - √• Certification of General/Sub-bidders on Public Construction Projects Regarding Health and Safety and Non-Collusion
   - Certification concerning Responsible Employer Ordinance (if contract is over $100K)
   - Form for General Bid
   - Schedule of Participation Minority and Women Business Enterprise
4. Do not separate any sheets from this bid call.
5. All prices are to include delivery F.O.B. destination unless noted otherwise.
6. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "or approved equal" follow.
7. All vendors must acknowledge in writing receipt of any addenda.
8. The Purchasing Department shall accept questions in writing via facsimile up until 48 hours prior to the opening.
9. Every bid delivered must contain one original and at least one copy.

* TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

M.G.L. CHAPTER 30B, CHAPER 30, SECTIONS 39A, 39B AND 39F-R AND M.G.L. CHAPTER 149, AS AMENDED.

In the event of any inconsistency between the bid, Information for Bidders, Bid Forms, Conditions or any other Contract Document or potential Contract Document and these statutes; or any other applicable statutes, by-laws or regulations existing on the date on which the bid is submitted, then the statute, by-laws or regulations shall govern. Such inconsistency shall not be grounds for invalidating this invitation to bid.

DATE:_____ SPECS: **TRASH PUMP**

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 E.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
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)

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity, or group of individuals.

_____
(Name of person signing bid or proposal)
(Please print)

_____
(Signature required)

_____
(Name of business)

CITY OF QUINCY

PURCHASING DEPARTMENT

INVITATION FOR BID

The City of Quincy, Water Department is seeking bids to furnish and deliver a new **PORTABLE AUTOMATIC SELF PRIMING SIX INCH UTILITY TRASH PUMP THAT WILL LIFT UP TO TWENTY-EIGHT (28) FEET TRAILER MOUNTED WITH CRITICAL SILENCED ENCLOSURE AND ALL APPURTENANCES** The machine offered shall conform to the attached specifications and is of the latest model year and most current design.

This unit shall meet the specifications and be of the latest design and unsold. It must carry a new machine warranty.

Bid prices shall include delivery to the Water Department, 55 Sea Street, Quincy, MA. The City of Quincy is exempt from sales tax. An exempt certificate will be furnished upon request.

The manufacturer's latest advertising literature and printed specifications shall accompany bids. Upon delivery of the machine, the successful bidder will furnish an operator's manual, a parts manual and a service manual.

The attached specifications are intended to indicate minimum requirement for the machine to be purchased. Proprietary names and features are mentioned for informational purposes only. Any machine offering substantially equal form, fit and functions shall be considered. The decision of the purchasing official at whether a feature of item is equal shall be final.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc to ktrillcott@quincyma.gov Questions will be accepted until June 16, 2010 at 4:00 p.m.

This bid is available on the City of Quincy's website: www.quincyma.gov or by requesting it through ktrillcott@quincyma.gov or mmarini@quincyma.gov for the non-refundable printing fee of $25.00

SPECIFICATION FOR:

PORTABLE AUTOMATIC SELF PRIMING SIX INCH UTILITY TRASH PUMP THAT WILL LIFT UP TO TWENTY-EIGHT (28) FEET TRAILER MOUNTED WITH CRITICAL SILENCED ENCLOSURE AND ALL APPURTENANCES

GENERAL DESCRIPTION - Requirement for providing portable trash pumps.

The portable pump shall be furnished and delivered, FOB City of Quincy, to the owner within four weeks of contract commencement or as stated in the notice to proceed. All equipment must be new and unused.

SYSTEM DESCRIPTION

The portable trash pump specified in this section will be used to pump storm water. The pump and accessories must be supplied by the pump manufacturer. The pump must be fitted with a fully-automatic priming system incorporating an air compressor, air ejector assembly, and an air/water separation tank. The priming system must be capable of priming the pump from a completely dry pump casing. The air ejector must operate on the discharge side of the compressor, eliminating the possibility of water being drawn into the air source. The pump must be capable of running totally dry for periods up to twenty-four hours, then re-priming and returning to normal pumping volumes.

The priming system must not use a vacuum or diaphragm pump, nor require the use of a "Foot"-type valve. It must contain no moving parts or protective float gear. Priming systems that require manual water additions to facilitate pump priming are not acceptable. A demonstration of the pump's ability to repeatedly cycle from dry suction / Pump / snore / re-priming / pump must be required. This will necessitate the draining of all residual water from the pump case to initiate a dry suction starting condition.

The diesel engine driven pump unit with skid base must be mounted on a trailer suited for highway travel at 65 M.P.H. and wired for over the road usage per applicable D.O.T. Standards.

Pump and priming system must be fully automatic, needing no form of adjustment or manual addition of water for the priming system. The pump must be capable of static suction lifts to twenty-eight vertical feet, at sea level. It must also be capable of operation using extended suction lines.

Equipment acceptance must be contingent upon the pumps ability to run continuously at full speed in a completely dry condition for periods up to twenty-four hours. This may

require the draining of all residual water in the pump casing to simulate a dry suction/case condition. A demonstration will be required by the owner.

The engine and pump must be completely enclosed with fourteen-gauge sheet metal panels backed with one inch and two-inch layers of poly-damp acoustical sound-deadening material. The acoustical enclosure must reduce pump and engine noise to 69 dBA or less at a distance of thirty feet. The panels must be removable for easy access to the engine / pump for maintenance and repair. The engine control panel must have a locking door. For maintenance and service needs, the pump discharge side of the trailer must have a hinged door for quick access to the engine oil fill, fuel fill port, oil dipstick, and filters.

DESIGN REQUIREMENTS

OPERATING SPEED (MAXIMUM) 2200 RPM

MAXIMUM SOLIDS HANDLING SIZE 3 INCHES

IMPELLER DIAMETER 11.2 INCHES

SUCTION SIZE 6 INCHES

DISCHARGE SIZE 6 INCHES

MAXIMUM SUCTION LIFT 28 FEET

MAXIMUM DUTY POINT 1200 GPM AT 125'TDH

(INCLUDING A 15' SUCTION LIFT)

SECOND DUTY POINT 1100 GPM AT 75'TDH

(INCLUDING A 25' SUCTION LIFT)

ANSI B16.1 - Standard for Cast Iron Pipe Flanges and Flanged Fittings.

PART TWO – PRODUCTS -ACCEPTABLE MANUFACTURERS

The pump must be a Model CD150M, size 6" x 6" as manufactured by GODWIN PUMPS, Bridgeport, New Jersey or approved equal by the owner.

EQUIPMENT

CASING, SUCTION COVER, SEPARATION TANK: Pump castings must be cast iron. Pump design must incorporate a direct suction flow path that is in axial alignment with the impeller eye. There must be no turns, chambers, or valves between the suction flange and the impeller eye. Pump end must be manufactured to ISO 9002 specifications.

IMPELLERS: The pump impeller must be an open, three-bladed, non-clog type with pump-out vanes on the back shroud and fabricated from hardened cast- chromium steel construction (minimum Brinell Hardness 340 HB).

WEARPLATES: Must be fully adjustable and replaceable, fabricated of cast iron. Wear plate clearances must have no relationship to the ability of the pump to achieve a prime.

BEARINGS AND SHAFTS: Pump must be fitted with a bearing bracket to contain the shaft and bearings. Bearings must be tapered roller bearings of adequate size to withstand imposed loads for sustained pumping at maximum duty points. Minimum ISO L10 bearing life to be 100,000 hours. Impeller shafts must be fabricated of 1.5% chromium alloy.

SEALS: Seals must be high pressure, mechanical self-adjusting type with silicon carbide faces capable of withstanding suction pressures to 100 psi. The mechanical seal must be cooled and lubricated in an oil bath reservoir, requiring no maintenance or adjustment. Pump must be capable of running dry, with no damage, for periods up to twenty-four hours. All metal parts must be of stainless steel. Elastomers shall be Viton.

PUMP SUCTION AND DISCHARGE FLANGES: Must be cast iron ANSI (B16.1) Class 150, raised faced with 6" Quick Disconnect fittings.

PUMP GASKETS: Must be compressed fiber and/or Teflon.

PUMP O RINGS: Must be Viton.

PRIMING SYSTEM: Pump must be fitted with a fully automatic priming system incorporating a twin-cylinder compressor and air ejector assembly, no vacuum pump. The compressor must be installed on the engine auxiliary drive and must be gear driven, lubricated and cooled from the engine. The priming system must require no fail-safe protection float gear or any adjusting at high or low suction lifts and positive pressure condition priming shut out valve must be included.

CHECK VALVE: Pump must be supplied with an integral ball-type check valve mounted on the discharge of the pump, allowing unrestricted flow from the impeller. The check valve must prevent in-line return of flow when the pump is shut off. Non-return valve elastomers must be Nitrile rubber and must be field replaceable.

DRIVE UNIT: The drive unit must be a diesel water-cooled engine. The engine must drive the pump by use of direct-connected intermediate drive plate. Starter must be twelve-volt electric. Safety shut down switches for low oil pressure and high temperature must be provided. Batteries must have 180 amp hour rating. Two batteries will be required with 95 amp alternator. Unit must include a tachometer and an hour meter. Drive unit must be a John Deere 4045T280-SP Tier 3 engine or equal, rated at 71 H.P. (continuous) at 2200 R.P.M. A certified continuous-duty engine curve must be supplied to the owner/engineer. Engine panel must be wired for A-91 Controller.

GOVERNOR: Governor must be a mechanical type. Engine speed must be adjustable to operate the pump between maximum and minimum design operation speeds.

FUEL SOURCE: Integral skid fuel tank capacity must be sufficient to provide at least twenty hours of operating time at full load. The engine must be capable of operating satisfactorily on a commercial grade of distilled No. 2 fuel oil. Fuel tank capacity must be 90 gallons.

EXHAUST: Exhaust system must include muffler and silencer.

SKID BASE: The pump and engine must be skid mounted with an integral fuel tank. The fuel tank must be equipped with drain plugs.

TRAILER: The pump, engine and skid base must be trailer mounted with a pintle type trailer hitch. Trailer design must be such that the entire pump unit, including skid base, may be easily removed from the trailer mount. Tires and leaf spring suspension must be adequately sized for the required load range ratings. Trailers must be equipped with fenders, electric brakes, front and rear support stands, lifting bar, safety chains and side and rear reflectors. Trailer must include one mounted spare tire of equal size and range. Trailer design must be in compliance with applicable D.O.T. regulations.

FACTORY PAINTING

Pump, engine, base, and trailer must be shop primed and finish painted at the place of manufacturer. Materials and dry film thickness for priming and finish paint must be in accordance with manufacturer's standards.

ANCILLARY EQUIPMENT - Furnish and deliver the following ancillary equipment:

Four 12 Volt Halogen Flood Lights at each corner of the cabinet;
One 12 Volt Yellow Strobe to operate with engine running, Auto/Off/Manual;
One Interior Dome Light;
One Block Heater, 115 Volt;
One Battery Charger, 115 Volt;
One Radiator Level Shut Down Switch;
One A-91 Controller with Plug In Floats Mounted Inside Cabinet;
One 12 volt to 120 volt single phase inverter, 1800 watts, mounted inside cabinet, single 15 amp GFI outlet;
One spare tire mounted on trailer;
One 6" Large Hole Suction Screen with Bauer Fittings, quick disconnect;
Two 6" x 10' Orange Helix Suction Hose with Bauer Fittings, quick disconnect;
Four 6" x 50' Orange Discharge Hose with Bauer Fittings, quick disconnect;
Two 6" 90° Bauer Elbow Bends, quick disconnect;
One 6" Female Bauer x 6" Male Dixon Fit, quick disconnect.

PRICE PROPOSAL PAGE

Supply and deliver ONE (1) NEW PORTABLE AUTOMATIC SELF PRIMING SIX INCH UTILITY TRASH PUMP THAT WILL LIFT UP TO TWENTY-EIGHT (28) FEET, TRAILER MOUNTED WITH CRITICAL SILENCED ENCLOSURE AND ALL APPURTENANCES

Total cost for one (1) new Portable Automatic self priming, six inch utility trash pumt that will up to Twenty-eight (28) feet, trailer mounted with critical silenced enclosure and all appurtenances in accordance with attached specifications.

$_____

_____
Amount in words

Prompt payment discount _____% net _____days.

BIDDER'S SIGNATURE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

FAX #: _____

EMAIL #: _____