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:

QUINCY COLLEGE	**VENDING MACHINES**	**SEPTEMBER 29, 2010 @ 11:00 a.m.**
PUBLIC WORKS	**WASHED WINTER SAND**	**SEPTEMBER 29, 2010 @ 11:15 a.m.**
PUBLIC WORKS	**DEEP MINED WINTER SALT**	**SEPTEMBER 29, 2010 @ 11:30 a.m.**
FIRE DEPARTMENT	**(2)-AERIAL LADDER FIRE TRUCKS**	**SEPTEMBER 29, 2010 @ 11:45 a.m.**

Detailed specifications are available on-line September 14, 2010 at the City of Quincy's website, www.quincyma.gov and also available at Quincy City Hall, 1305 Hancock St. Quincy, MA 2nd floor-Purchasing Department, Mon-Fri 9:00-4:30 p.m 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.

If applicable, the successful bidder will be required to conform to the payment of Prevailing Wage Rates, as determined by the Commissioner of Labor & Industries under the provision of M.G.L. Chapter 149, Section 26 to 27D as amended.

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: SEPTEMBER 13, 2010
LEGAL: SEPTEMBER 16, 2010

GOODS & SERVICE
P.O. # S092910

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

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: **SEPTEMBER 14, 2010**
Bid Call: **SEPTEMBER 29, 2010 @ 11:15 A.M.**
Department: **PUBLIC WORKS DEPARTMENT**
Subject: **WASHED WINTER SAND**

1. Certified check or 5% bid bond is required. ..... (Paragraph 1, line 09-17)
2. A Performance & Payment Bond is NOT required ..... (Paragraph 1, line 24-29)
3. Quantities. ..... (Paragraph 4, line 51-52)
4. Samples must be supplied when requested. ..... (Paragraph 6, line 10-15)
5. Be sure **PROPOSAL SHEET 5 OF 5 IS SIGNED AND COMPLETED.** If not the bid may not be accepted.
6. **DO NOT SEPARATE ANY SHEET FROM THIS BID CALL.**
7. All prices are to include delivery F.O.B. destination unless noted otherwise.
8. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words **"OR APPROVED EQUAL"** follow.
9. All vendors must acknowledge in writing receipt of any addenda.
10. **Every bid delivered must contain one original and at one copy.**

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

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

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

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

DATE: _____ SPECS: **WASHED WINTER SAND**

BIDDER: _____

ADDRESS: _____

_____

PHONE/FAX/EMAIL: _____

_____

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 September 23, 2010 at 4:00 p.m.

CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT, CITY HALL

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. INVITING BIDS

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

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

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

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

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

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

II. FORM OF PROPOSAL AND SIGNATURE

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

III. PROPOSALS

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

IV. QUANTITIES

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

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._____

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
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060
Fax: (617) 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

_____
(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

_____ _____
(NAME) (TITLE)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(TITLE)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ **CORPORATE SEAL**

CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060
Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor _____
(Contractor's Name and Signature)

Social Security Number _____

(2) Corporation, Association or Partnership _____
(Contractor's Name)

Federal Tax ID Number, or Social Security Number _____

By: _____
(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

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)

WINTER SAND BID

The City of Quincy is soliciting bids to supply washed sand to the City of Quincy, Department of Public Works, for fiscal year 2011.

Performance of Work

Contractors shall give their personal attention to the faithful performance of the work, shall keep the work under their personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the City of Quincy. All assignments or transfers of any rights or interests in the contract by the successful bidder shall be void, without the previous written consent of the City of Quincy.

The contractor shall provide a contract manager who shall be responsible for oversight and management of contract performance and shall act as the contact person for receipt of notice and other communications between the Commonwealth and the supplier.

Bidder's Liability

1. The bidder hereby agrees to release the City of Quincy from all liability in connection with the payment of damages, claims, freight charges, demurrage, cost of material and other claims or demands of whatever nature which may arise, during the contractor's performance of work under any order issued under this contract.

2. The bidder agrees that title, ownership and the incidents thereto of all materials to be purchased under any contract resulting from this invitation to bid shall not vest in the City of Quincy until such materials are delivered and accepted.

Preparation and Execution of Bids

The bidder is responsible for performing any investigation or research regarding all conditions affecting the work to be done and labor and material needed, and make his bid in sole reliance thereon.

1. ONLY QUOTATIONS ON A PER TON BASIS WILL BE CONSIDERED

2. QUOTATIONS OF A CUBIC YARD BASIS WILL BE REJECTED

3. QUOTATION PRICES SUBMITTED SHALL BE NET PRICE PER TON

Bidders shall submit with their bid evidence that it has both screening facilities and a washing plant satisfactory to the City of Quincy, as well as other necessary equipment, storage facilities, experience, ability and capital to furnish the required materials in the manner prescribed and to perform the required work satisfactorily. Also the bidder shall provide with their bid information showing the location of all its sources of supply and shall notify the City of any new source it intends to use during the year.

Prices will remain firm for the initial contract duration.

Prior to award of contract, the City of Quincy, Department of Public Works shall have the right to sample and analyze the washed sand that is being proposed for delivery. A representative sample of this material must be stockpiled at the bidder's supply area prior to delivery.

If washed sand from more than one source of supply is being stockpiled in the bidder's supply area, each source must be kept separate by no less than fifty (50) feet at all times. The City shall reject any bid if the washed sand intended for supply fails analysis in conformance with Section **"Materials Specifications for Washed Sand"** of this invitation to bid. Due to the essential nature of this work, timely delivery of washed sand may be critical. Therefore, the City may reject bids in consideration of the distance (over 75 miles) between 55 Sea Street and the bidder's supply area.

Bid Price

Bid Price: Net unit price per ton for sand delivered by the contractor shall include freight or transportation rates in effect on the date of bid submission. All delivered material will be F.O.B. DESTINATION 55 Sea Street, Quincy MA. If subsequent deliveries of sand are needed through the term of this agreement, the Commissioner of Public Works or his designee will coordinate deliveries, or shall have the ability to coordinate pick up of sand by the City of Quincy.

Initial Orders and Delivery

For the initial orders, contractors must be prepared to commence the work and to furnish and deliver such washed sand as is required not later than ten (10) calendar days after the initial purchase order and must continue to do so in accordance with the orders of the City.

Quantities

The quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the City throughout the term of the contract at the same cost regardless of whether they are more or less than the quantities shown.

Routine Orders and Delivery

After initial orders have been delivered, additional washed sand shall be reordered as required. The contractor must start deliveries of these orders within three (3) calendar days after receipt of shipping instructions and **must** complete delivery within ten (10) calendar days unless prior arrangements have been negotiated with the purchaser. The City must have the ability to pickup sand if needed.

Deliveries to location will only be accepted Monday through Friday, excluding state and local holidays, between the hours of 7:30 A.M. and 3:00 P.M. unless prior arrangements have been made with the City.

The City must be notified at least twenty-four hours in advance of all deliveries so that the City can schedule receiving operations, or delivery may be rejected.

Delivery – Trucking

The washed sand must be transported from the contractor's facility in vehicles previously cleaned of all foreign materials. All washed sand must be covered during transit, without exception, with canvas or other suitable material of sufficient size and thickness to furnish complete protection and must be delivered, in a dry condition.

DELIVERIES SHALL CONSIST OF BULK, TAILGATE DELIVERY (BUTG)

Bulk tailgate delivery is defined as delivery of washed sand in trucks to the indicated location and dumped in a pile as directed by the Commonwealth, with the Commonwealth furnishing all labor and equipment necessary to place or stock the sand.

STATE REGULATIONS PERTAINING TO OVERWEIGHT VEHICLES WILL BE STRICTLY ENFORCED. THE CITY WILL NOT PAY FOR THAT PORTION OF ANY LOAD, WHICH EXCEEDS THE MAXIMUM ALLOWABLE GROSS VEHICLE WEIGHT LOAD LIMIT.

Related documentation may be obtained upon request. Repeated overweight loading may be brought to the attention of the proper Massachusetts Public Safety Authorities for their review and/or action.

Contractor's Scale

The contractor's **scale** used in weighing shall be a standard scale furnished by and at the expense of the contractor. Such scales shall be sealed as often as necessary to insure their accuracy, at the expense of the contractor. A representative from Quincy Department of Public works may witness the weighing of such materials.

The City shall have the right to make **random gross vehicle weight checks** of the weight of the washed sand by weighing the truck before and/or after delivery at no expense to the city. The department reserves the right to itself and its representatives to require the hauling vehicle gross or tare weight or both listed on the delivery ticket to be validated at a certified scale. The location of the certified scale shall be at a point no more than five (5) miles to the inspection area from the normal route. The receiving party will designate this location unless the parties mutually agree upon a location outside the destination area.

A copy of the calibration certificate shall be provided to the City when requested.

Materials Specifications for Washed Sand

This solicitation is for the furnishing and delivery of washed sand. Following are the materials specifications for each of these products.

MATERIALS

All sand shall conform to the following specifications: sand for snow and ice control shall consist of **washed**, clean, hard, coarse bank run sand (not crushed stone) meeting the following specifications:

Ref. M4.02.02 – A. Fine Aggregates
Massachusetts Highway Department
1995 Standard Specifications for Highways and Bridges
SIEVE ANALYSIS

Sieve Designation	Acceptable Passing Rate
3/8"	100% Minimum
#16	80 % Maximum
#50	30 % Maximum
#200	3 % Maximum

Sand shall be screened and then washed, with the water content not exceeding 5 % by weight. Sand shall be stockpiled for drainage, if necessary, to remove the free excess water.

INSPECTION
The Department of Public Works shall be given the opportunity to examine every bidder's facility and the source of supply. Samples will be tested before deliveries are made and periodically thereafter.

REJECTION
The sand shall be rejected for delivery it if fails to conform to any of the requirements of the specifications, or if it is delivered in a frozen, lumpy or otherwise unsatisfactory condition.

Any material that does not meet specifications and is rejected by the purchasing department must be removed and replaced by the contractor at no additional charge within five (5) calendar days. Any materials not removed within five (5) calendar days of notification will become the sole property of the purchasing department. The contractor loses all right to those materials and will not receive any payment for rejected materials.

Extension provision: Upon the satisfactory performance of the vendor, and the recommendation of the Commissioner of Public Works, the City of Quincy may extend the contract for two additional terms of one year each.

SUBMISSION REQUIREMENTS:

References: A list of three references must be submitted with your bid. These references should be agencies your firm has supplied with washed sand in the past year on projects with a similar scope to this one.

Delivery Lead Time: The contractor will be expected to deliver washed sand, as ordered, to the City of Quincy, Department of Public Works, 55 Sea Street, Quincy, Massachusetts 02169, within 48 hours of order. Original order of 5000 tons must be delivered by November 13, 2011. Indicate (yes or no) if you will be able to meet this request.

_____ YES _____ No, If no, delivery with _____ hours.

Subsequent deliveries will be made within _____ hours of placement of order.

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 September 23, 2010 at 4:00 p.m.

Price Proposal

Provide cost for washed sand, as listed herein. The bid shall be in the form of a firm price for sand during the contract period (Fiscal Year 11). The bid price shall include all charges, such as transportation, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery on a F.O.B. destination basis (no delivery charges). The alternate price is for pick up by the City of Quincy, if needed. Charges not specified in the bid will not be honored.

Description	**Unit Price**
Washed sand (price per ton - Delivered)	$ _____

_____

(Price per ton written in words)

ALTERNATE PRICE

Washed sand (price per ton – Picked up by the City)	$ _____

_____

(Price per ton written in words)

Every bid delivered must contain one original and at one copy.

BIDDER INFORMATION

Company Name: _____

Contact Name: _____

Street Address: _____

City/State/Zip: _____

Signature: _____

Title: _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____