If you have printed this bid from the City of Quincy's Website or through an email, it is your responsibility to check for addenda at www.quincyma.gov before you turn in your proposal.

"Please send an acknowledgment that you have printed out this bid via email to; kimtrillcott@quincyma.gov" The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.

Thank you
INVITATION TO BID

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

The City of Quincy invites sealed bids/proposals for:

“BID FOR MAINTENANCE AND REPAIR OF TRAFFIC CONTROL SIGNALS”

DPW-TRAFFIC DIVISION APRIL 5, 2018 @ 11:30A.M

The City of Quincy, acting through its Purchasing Department, hereby solicits bids for maintenance and repairs of the City's Traffic Control Signals on various streets and at various intersection locations throughout the City of Quincy as determined necessary and as directed by the Director of Traffic Division.

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.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through email: purchasing@quincyma.gov Questions will be accepted until March 30, 2018 @ 12:00 p.m.

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.

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. All bids must be accompanied by a returnable bid deposit in an amount that is five percent (5%) of the value of the bid.

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

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R.

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

LEGAL: MARCH 21, 2018 CENTRAL REGISTER
LEGAL: MARCH 22, 2018 P.O. # S040518 DEPT. CHARGED: DPW-TRAFFIC
City of Quincy, Massachusetts
Thomas P. Koch, Mayor

Invitation to Bid
"BID FOR MAINTENANCE AND REPAIR OF TRAFFIC CONTROL SIGNALS"

Proposals Due April 5, 2018 @ 11:30 a.m.
Late Bids Shall be Rejected

Please Deliver Response/ Submission and Required Copies to:

Kathryn Logan, Chief Procurement Officer
City of Quincy
Quincy City Hall
1305 Hancock Street
Quincy, MA 02169

The City of Quincy reserves the right to reject all responses/submissions
SCOPE OF WORK

Traffic Control Signal Maintenance Contractor to perform services for the City of Quincy as requested, must provide normal, routine, and emergency services on a 24-hour, 7 day per week basis (including holidays) with a response time of not more than 45 minutes for emergency calls.

The work shall consist of providing routine traffic signal maintenance and repair services, emergency on-call repair services, parts replacement and upgrades to existing traffic signals. The selected firm must have the resources and abilities to service traffic signal controllers, conflict monitors, switches, flashers, traffic detection equipment including but not limited to cameras, radar, microwave detectors and inductive loop systems and any other associated traffic equipment. The selected firm must also have the ability to install various traffic signal poles, street lighting poles and control cabinets, and be able to provide a utility service truck when required.

All work shall comply with NEMA requirements and procedures. All equipment shall be on the State of Massachusetts "Approved List". Vendors are required to have at least five year experience in Repair and Maintenance of Traffic Control Signals.

The City may award multiple contracts in response to these specifications which shall be effective for a period of one year. Upon the satisfactory performances of the vendor(s); the City of Quincy may extend the contract(s) for two (2) additional terms of one (1) year each. Contract shall automatically renew upon anniversary date of contract execution, unless notification of termination is given 30 day prior, in writing, by either party.

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

- The experience and qualifications of personnel.
- Demonstrated experience in the service for which this response is being submitted.
- Responsiveness of this Invitation to Bid specifications and instructions.
- Past performance for and recommendations from other public and private clients.
- Bidder must submit a list of at least three references with similar contract interests.
- Ability to meet response time.
- Ability to supply and provide the equipment and resources listed.
- Contract will be awarded to the "Lowest responsible and eligible bidder" offering the lowest total price for all items.
SPECIFICATIONS FOR BID FOR MAINTENANCE AND REPAIR OF TRAFFIC CONTROL SIGNALS

Although the number of traffic signal maintenance calls and emergency knock-down replacements, and man-hours cannot be predicted, this scope is provided for bidding purposes. This Annual Traffic Control Signal Contract shall include unit costs for qualified licensed electricians, including use of a bucket truck to service lights, and a separate crane truck to replace traffic signal and street light pole standards as necessary. All work is in the City of Quincy and such work shall be conducted in accordance with the applicable provisions of the specification and the following:

The Contractor will furnish all labor, all material, all machinery, tools and equipment necessary for the satisfactory performance of this contract and in conformance with industry procedures and practices.

If a traffic signal or street light standard (pole, post and/or supporting arm) needs to be replaced, the Contractor shall consult with the City to identify reasonable compensation for the pole and parts. If the two parties cannot agree, the City will purchase the support material for the Contractor to erect at the contract price for labor and crane-truck use.

Description of Work: General

The work to be done consists of furnishing labor, equipment, and materials for maintenance of the City’s Traffic Control Signal lights on various streets and intersection locations throughout the City of Quincy in accordance with these Specifications. The Contractor shall provide routine traffic signal maintenance and repair services, emergency on-call repair services and occasional upgrades to existing traffic signals at locations identified by the City in the form of a list. Work may include repairing or making timing adjustments to controllers, as well as replacing traffic and streetlight poles that have been knocked down in automobile crashes. Other work may include maintenance of and upgrades to detection devices and processors, including but not limited to cameras, radar, microwave detectors and inductive loop systems.

The Department of Traffic, Parking, Alarm and Lighting will furnish the contractor a list of malfunctions to be serviced.

A list indicating the general location of Traffic Control Signals and devices within the City will be furnished to all bidders.

Estimated Units and Locations

The City reserves the right to increase or decrease the quantity of any particular item of work. When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, payment at the original contract prices for the accepted quantities of work done. No allowance will be made for any increased expenses, loss of expected reimbursement, loss of anticipated profits suffered or claimed by the Contractor resulting, either directly or indirectly, from such increased or decreased quantities or from unbalanced allocation among the contract items, loss of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause. A bucket truck will be essential in servicing the traffic control signals. Costs of protecting each work site in conformance with the Manual on Traffic Control Devices, International Municipal Traffic Signal (IMSA) standards and Occupational Safety and Health Administration (OSHA) shall be included in the hourly rate bid for the Service Rates. At the start of the contract(s) the Contractor(s) shall provide the standard traffic management plans that will be implemented for lane and sidewalk takings.
**Materials**

All traffic control equipment shall be on the State Approved List or shall be approved by the City's Traffic Engineer or designee. The selected firm is required to stock or have the ability to procure in a reasonable amount of time common replacement parts including but not limited to: Traffic signal controllers, conflict monitors, relays, load switches, detection devices and processors including but not limited to cameras, radar, microwave detectors and inductive loop systems, LED lamps, LED pedestrian signals, audio devices and pedestrian buttons. All Traffic control timing units shall be retained as manufactured by Siemens so as to remain completely compatible with the existing Advanced Traffic Control Closed-Loop MARC System. Materials must be compatible with any Adaptive Traffic Control Technology present or slated to be installed in an intersection.

**Application**

All Labor shall be provided by Licensed Electricians approved to work within the City of Quincy. The Contractor shall exhibit the ability to re-wire a back panel and trouble shoot a malfunction with the existing traffic signal closed-loop system including re-programming and replacing both Master and Local Controller Modems.

Crane truck hourly costs shall include the cost of a standard crane truck capable of lifting all mast-arm, span pole, and traffic signal posts to dismantle after an accident and erect new poles for replacement. Compensation for of the costs of protecting each work site in conformance with the Manual on Traffic Control Devices, International Municipal Traffic Signal (IMSA) standards and Occupational Safety and Health Administration (OSHA) shall be included in the hourly rate bid for the truck.

The Contractor shall maintain an adequate inventory of parts, supplies, controller equipment including City approved pedestrian count-down indications, standard signal post bases, and all other items as required for normal maintenance and emergency repair including knock-downs.

When requested, the Contractor shall provide the City with an up-to-date list of current inventory listing the Contractor's stock of materials and parts suitable for use in repair of traffic control signals and devices approved in the City of Quincy.

The Contractor shall procure all materials required for the maintenance of the traffic control signal equipment and devices. This material shall be new and meet all standards set by the Commonwealth of Massachusetts Department of Transportation, Institute of Transportation Engineers (ITE), International Municipal Signal Association, City of Quincy and MUTCD specifications. When requested or approved by the City, refurbished equipment may be used.

The Contractor shall furnish all materials required for the repair of all traffic control signals unless given prior instruction by the City. Replacement parts shall be of the same make and model of the part being replaced, unless given prior approval or direction by the Traffic Engineer or designee.

The Contractor shall employ an adequate number of skilled and qualified staff so there are no undue delays in the repair, service, and operation of traffic control signals, controller and timing units, solar powered equipment, or other traffic control devices covered by this contract.

The Contractor's vehicles shall be clearly marked with the name of the company. The bidder shall have a crane to move traffic control signal posts and set mast arm poles. It shall be the responsibility of the Contractor to adequately warn the travelling public that the work detail is in operation and constitutes a hazard to normal operating conditions. The proposed protection shall be as approved by the City and shall be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall maintain a flow of traffic at all times and keep interference and inconvenience of the public to minimum. If a full lane closure is expected, the Contractor shall submit the request in wiring to the City’s Traffic Division. The contractor is responsible for erecting suitable signs and cones for traffic control.
Work Procedure

All work shall be performed in a neat and professional manner. All material or equipment replaced shall be held available for inspection until the City has approved payment for the work performed unless otherwise directed in writing. The Contractor shall be responsible for removal and disposal of replaced materials. Any debris from a repair or maintenance shall become property of the Contractor and shall be removed at completion of the workday. The area surrounding the premises must be left clean.

To the extent possible, the Contractor shall cooperate with residents and business owners when performing work on City roadways, sidewalks and parking areas.

All personnel working under this Contract shall comply with the Motor Vehicle Laws of the Commonwealth of Massachusetts insofar as they apply to this work unless directed otherwise by a Detail Police officer.

All personnel shall perform maintenance work in accordance with OSHA and with MUTCD and IMSA work zone safety standards, including wearing a safety vest and hardhat at all times and a safety harness in the bucket truck.

Traffic Control Signal Settings, Repairs, and Electrical

The Contractor must properly set and change settings on all clocks and timing units for the correct time at each series of traffic control signals and school zones covered by this Contract when so directed by the City.

Unless there is a general neighborhood power failure, the Contractor shall restore normal traffic signal operation in the field within two hours of being notified or another signal maintenance contractor will be brought in. In the event the Contractor is unable to restore automatic operations in the field due to control equipment failures or limitations, the City shall be notified as to the nature of the problem and steps shall be taken to rectify the problem within one day.

All electrical work shall meet the electrical regulations contained in the latest edition of the National Electrical Code of National Fire Prevention Association (NFPA) and all Massachusetts Codes. Any electrical work shall be performed by Massachusetts Licensed Electricians only.

All repairs and testing, failed traffic control signal equipment or final repair shall be done by the Contractor or the manufacturers’ representative with a City representative/traffic engineer designee present.

Damaged or Surplus Parts

The Contractor shall hold surplus or damaged parts, materials and other equipment and/or devices that are salvageable for future use at the direction of the Traffic Division. This equipment shall be transported to a location provided by the City. The Contractor shall dispose of any damaged bases, broken concrete, excavation materials or other refuse that cannot be repaired or used as surplus.

Hours of Work and Police Details

The Contractor shall designate in writing an emergency telephone where persons can be contacted concerning response on-call service. The Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week, including holidays, for the purpose of making emergency repairs. When a system or installation is malfunctioning or not operating due to equipment failure or external damage, an authorized person will notify the Contractor of such failure. The Contractor shall arrive with a vehicle needed, equipment, and electrician with the qualifications and skills to correct the failure within the specified response time of forty-five (45) minutes. While emergency calls will be limited, the contractor is expected to respond immediately to traffic signal knock-downs and malfunctions as they occur.
The City of Quincy, Department of Traffic, Parking, Alarm and Lighting will pay the full amount of charges for Police services when the Contractor receives prior authorization from the traffic engineer or designee directly.

Work Records

The Contractor shall submit a service report, including date, time, and work done with each billing Invoice to the Department of Traffic, Parking, Alarm and Lighting that reflects all work accomplished on all units worked on during each site visit. A copy of the required service report must be attached thereto. Payment will not be made for any work which a service report is not submitted.

The Contractor shall keep a complete record of work performed and log-in sheets of the traffic control signal and signal systems as repaired and housed in the control cabinet of each intersection. Such records shall include time and dates of any failed timing unit or memory malfunction unit (MMU) fail code and meaning.

The City reserves the right to assign an inspector to the Contractor's operation at any time for the purpose of determining compliance with the specifications and maintenance records, including time records for service charges. Any work or materials found to be substandard or not in accordance with the provisions of the Contract shall be repaired or replaced to the satisfaction of the City at the sole expense of the Contractor.

Maintenance and Final Acceptance

The Contractor shall keep and maintain the whole in good repair for a period of ninety days from the date of the completion of work at the respective location. It is agreed and understood that the Contractor will at any time during this period, upon notification in writing, including e-mail, from the Cities designee and without expense to the City, immediately perform all repairs which may be necessary to be made, as determined by the City, by reason of defective workmanship, materials, or procedures. All incidental costs associated with obtaining replacement parts such as a timing unit, will also be the responsibility of the Contractor.

Payment

Request for payment shall be submitted to the Department of Traffic, Parking, Alarm and Lighting for approval and should be sent to the Municipal Finance Department within three seven days of approving a submitted Invoice in accordance with the sum set forth in the Contract.

Employees

The Contractor shall employ only competent, skilled, licensed, and certified employees to do this work required in these specifications and shall provide the City with a complete list of employees with contact information. Whenever the City's designee shall notify the Contractor that any employee on the work site is, in his opinion, incompetent, unqualified or not executing his trade as expected by the City, such employee shall be discharged from the work site and will not be permitted to work upon this Contract.

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

Protection of Work, Property, and Persons

The Contractor shall adequately protect the operation of the work and shall protect adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. If is the Contractor's responsibility to ensure that he does not damage any materials, equipment or structures during his operations, and he shall be held liable for any damages that he causes. The Contractor shall replace or repair all damages to the satisfaction of the City or property owner at no expense to the City.
Contractor’s Liability and Insurance and Bonds

The Contractor shall maintain such insurance as will protect him from claim under Workman’s Compensation Acts and other Employer Benefit acts from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this Contract whether such operations by himself or any sub-contractor or anyone directly employed by either of them. Certificates of Insurance and performance bonds shall be submitted to the City on an annual basis. LIABILITY, PROPERTY DAMAGE AND WORKER’S COMPENSATION coverage is required of the successful bidder before any work can be started. A 50% Payment bond will be required at the time of Contract award. Each Bid must be companies by a Bid Bond, Cash, or Certified Check issued by a responsible bank or trust company in the amount of five (5%) percent of the bid price. *Bid Bond should be estimated on the $60,000. Per year rate.)

Independent Contractor

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

Successors and Assigns

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

Termination

The City shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of the services provided. The City may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days proper a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expense pursuant to this Agreement unless otherwise directed by the City’s termination notice. The Contractor shall promptly notify the City of costs incurred to date of termination and the City shall pay all such reasonable and supportable cost which payment shall not exceed the unpaid balance due on the Agreement.

Notice

Any and all notices, or communications requires or permitted under the Contract, shall be in writing and delivered by hand or mailed postage prepaid, receipt requested, be registered certified mail or by other delivery service, to the parties at the address set forth herein or finished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or sent by private overnight or other delivery service.

Severability

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

Governing Law

The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the
adjudication of disputes arising out of this Contract.

**Entire Agreement**

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.
City of Quincy  
Purchasing Department  
1305 Hancock Street  
Quincy, MA 02169  
(617) 376-1060  

BID FORM

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

1. That prices inserted cover all labor, materials, transportation, insurances and bonds, and all necessary incidentals and expenses to fulfill the conditions of the Contract within the time stated.
2. That if a substitute manufacturer’s name is not inserted by the bidder under the appropriate column, it is understood that the bidder will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Chapter 62C, Section 49A, the bidder hereby certifies that the bidder has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word ‘person’ shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
5. This Bid includes ADDENDA numbered: _____. _____. _____. _____.

The Contract awarded in response to these specifications shall be effective for a period of one calendar year (see below), upon the satisfactory performances of the vendor; the City of Quincy may extend the contract for two (2) additional terms of one (1) year each. Contract shall automatically renew upon anniversary date of contract execution, unless notified to the contrary by the City.

Year One = Date of execution – Dec. 31, 2018
Year Two = Jan. 1, 2019 – Dec. 31, 2019
Year Three = Jan. 1, 2020 – Dec. 31, 2020

The Following Items Are To Be Completed By the Bidder

ITEM 1: “SERVICE” (Items to include all labor, equipment, and bucket truck costs, including driver and operator)

1a. Standard “Service” Rate: (Monday through Friday í 7:00 am through 3:30pm)

<table>
<thead>
<tr>
<th>Year</th>
<th>YEAR ONE</th>
<th>YEAR TWO</th>
<th>YEAR THREE</th>
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<tr>
<td>AMOUNT</td>
<td>ITEM 1 - Cost per hour</td>
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*Estimate 1000 Hours Per Year

1b. Premium “Service” Rate: (Weekends, Holidays & All non-Standard Times)

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<th>Year</th>
<th>YEAR ONE</th>
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*Estimate 250 Hours Per Year

*Please note; hours are based on an estimate.
ITEM 2: “MATERIALS AND PARTS” MARK UP

Note: The City may supply some material and Parts to the Bidder

Cost to City above Manufacturers Suggested Retail List Price ________% (percent)

ITEM 3: “HEAVY EQUIPMENT” USAGE

From time to time the City will require heavy equipment to install and remove street light poles and mast-arm poles. In addition, the City may require an auger drill to install cored street light foundations. The bidder shall provide an hourly bid price for these two vehicles with an estimated usage of 20 hours for each vehicle.

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<th>Year</th>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three</th>
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<tbody>
<tr>
<td>Crane Amount</td>
<td>Amount per hour</td>
<td>Amount per hour</td>
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<tr>
<td>Auger Drill Amount</td>
<td>Amount per hour</td>
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*All Police details are the responsibility of the City of Quincy, Department of Public Works-Traffic Division

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<tr>
<th>SUBMISSION Additional Information CHECK LIST</th>
<th>YES</th>
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<tr>
<td>Non-collusion Form</td>
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<tr>
<td>Certificate of State Tax Compliance</td>
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<td>Signature Authorization Form</td>
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<td>Debarment Certification</td>
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<td>Indemnity Form</td>
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<td>OSHA-10 Form</td>
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<tr>
<td>Reference Sheet with at least 3 references</td>
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<tr>
<td>A Copy of all staff Electrical Licenses</td>
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<tr>
<td>Acceptance of Required Response Time</td>
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<tr>
<td>A Copy of Vehicle Registration For Crane &amp; Auger Drill</td>
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</table>

Company Name:___________________________________________________

Address:__________________________________________________________

City/State/Zip:_____________________________________________________

Phone:________________________ Fax:________________________________

Email:___________________________________________________________

Submitted By:_______________________________________

Signature and Title of Person Authorized to Sign Bid
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 has 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.
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 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
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)
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:_______________________________.

00521-1
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 Signature
By its duly authorized agent,

Contract Number______

__________________________________________
(Authorized Signature)
REFERENCES

The Bidder offers the following as further evidence of his/her qualifications to perform the work as bid according to all requirements of the plans and Specifications.

1. Bidder has been in business under the present name of: _________________________
   for ____________ years.

2. List similar Contracts completed within the last Three (3) years. (please attach additional paper if needed)

<table>
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<tr>
<th>Contract / Location</th>
<th>Contact Person</th>
<th>Phone Number</th>
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*(References maybe included as an attachment)*

3. Have you ever failed to complete a contract? _____ Yes _____ No

If Yes, Explain:

________________________________________________________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
EVALUATION CRITERIA FOR MAINTENANCE AND REPAIR OF TRAFFIC CONTROL SIGNALS

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

- The quality of the Bidders written Proposal and information contained therein.
- The Bidder’s proposed bid in light of the City’s budgetary requirements.
- Experience and qualifications of personnel.
- Demonstrated experience in the service for which this response is being submitted.
- Responsiveness of the Proposal to the ITB specifications and instructions.
- Past performance for and recommendations from other public and private clients.
- Past performance for the City of Quincy, if applicable.
- Ability to meet response time.
- Ability to supply and provide the equipment and resources listed.

All questions regarding this bid should be directed to Kathryn R. Logan, Purchasing Agent through email: purchasing@quincyma.gov Questions will be accepted until April 30, 2018 @ 12:00 p.m.

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