

LEXINGTON PUBLIC SCHOOLS
146 MAPLE STREET
LEXINGTON, MA 02420
FINANCE AND OPERATIONS DEPARTMENT

Debra Harvey
Procurement Operations Manager

Tel. 781-861-2580 x68062
dharvey@sch.ci.lexington.ma.us

Request for Quotation
Please Quote No Later Than August 23, 2016 at 11:00 a.m.

LEXINGTON PUBLIC SCHOOLS
Student Redistricting Analysis and Support Services for Lexington Public Schools

1. Overview

Lexington Public Schools (LPS) is requesting quotes (RFQ) from qualified consultant organizations with demonstrated experience to deliver a range of professional evaluation and support services. These services include analyzing the school district boundaries to address and alleviate crowding at the elementary and middle school levels based on current and projected enrollments as per the RFQ goal specifications within.

2. Quote Submissions

- 2.1. Quote submissions are due by August 23 at 11:00 a.m. Quote submissions can be emailed or mailed to Debbie Harvey, Procurement Operations Manager, Lexington Public Schools, 146 Maple Street, Lexington, MA 02420 or by email at dharvey@sch.ci.lexington.ma.us. **Faxes will not be accepted.** All required forms listed in this RFQ must be included with quote.
- 2.2. If, at the time of the scheduled quote submission deadline, Lexington Public Schools Public Schools is closed due to uncontrolled events such as fire, snow, ice, or building evacuation, the proposal deadline will be postponed until 11:00 a.m. on the next normal business day. Quotes will be accepted until that date and time.
- 2.3. Bidders must submit the following documents included in this quote:
 - a. Cover Sheet
 - b. Price Quotation Form
 - c. Reference Form
 - d. Certificate of Non-Collusion
 - e. Certificate of Authority
 - f. Disclosure of Lobbying Activities Form
 - g. Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
 - h. Corporate/Partnership (if not applicable, type N/A on top of page)
 - i. W-9 Form

3. **Questions**

3.1 Questions will be accepted by email **only** (dh Harvey@sch.ci.lexington.ma.us) by Wednesday, August 17, 2016 at 1:00 p.m.

4. **Scope of Service**

4.1. Lexington Public Schools (LPS) requires professional evaluation and support services to review its school district boundaries. Lexington is currently undertaking several school building projects at the elementary and middle school levels. Lexington currently experiences overcrowding and underutilization of its existing buildings. Additionally, as building projects are completed, district boundaries will need to accommodate this adjusted and increased classroom capacity. Lexington will need to make adjustments to its student assignment policies to alleviate crowding in some district schools today and when the new/renovated schools open over the next several years. The goal is to match new capacity to student assignment districts and to balance enrollment at district elementary schools and middle schools.

4.2. Lexington Public Schools is seeking professional services from organizations with planning and geographic analytics expertise to assist in the process of:

- 1) current district boundary analysis,
- 2) generation of options to modify district boundaries and/or buffer zone areas (areas abutting the boundaries between two elementary schools where final assignment is determined by the school district),
- 3) preparation for public meetings including presentation materials and graphical representation of boundary change options, and
- 4) providing support at working group meetings and/or public meetings.

4.3. Services to be provided are based on needs determined by Lexington Public Schools and its Superintendent. Lexington Public Schools reserves the right to increase or decrease the consultant services required. Quotes for professional services are requested to be made separately for both Lines 01 and 02 as per the scope of work below. The contract will be awarded to the vendor providing the lowest total proposed cost for lines 1 & 2.

4.4. Bidders shall submit a "Reference Sheet Form" which is included in this quote and list 3 similar in scope references.

5. **Term of Contract**

The term of this contract will be effective on date contract is signed and shall end on or before June 30, 2017.

Lexington Public Schools Address List

School	Address	City	Phone #
Bowman Elementary School	9 Philip Road	Lexington, MA 02421	781-861-2500
Bridge Elementary School	55 Middleby Road	Lexington, MA 02421	781-861-2510
Clarke Middle School	17 Stedman Road	Lexington, MA 02421	781-861-2450
Diamond Middle School	99 Hancock Street	Lexington, MA 02420	781-861-2460
Estabrook Elementary School	117 Grove Street	Lexington, MA 02420	781-861-2520
Fiske Elementary School	55 Adams Street	Lexington, MA 02420	781-541-5001
Harrington Elementary School	328 Lowell Street	Lexington, MA 02420	781-860-0012
Hastings Elementary School	7 Crosby Road	Lexington, MA 02421	781-860-5800
Lexington High School	251 Waltham Street	Lexington, MA 02420	781-861-2320

Name of Bidder: APPLIED GEOGRAPHICS, INC.

Cover Sheet

Must be submitted as the cover sheet to the completed LEXINGTON PUBLIC SCHOOLS STUDENT REDISTRICTING ANAYSIS AND SUPPORT SERVICES REQUEST FOR QUOTATION to be valid.

Town of Lexington

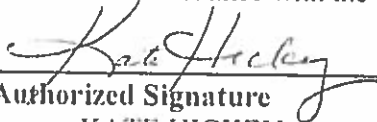
LEXINGTON PUBLIC SCHOOLS

Instructions to Bidders

STUDENT REDISTRICTING ANALYSIS AND SUPPORT SERVICES

By submitting this bid the undersigned represents to the Town that it has examined and understands the Invitation for Bids, contract forms, and all other documents in this bidding package. By submitting this bid, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid or any contract that may be entered into based upon this bid, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts. A bidder wishing to amend this bid after transmittal to the Town may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

The undersigned proposes to furnish all labor and materials required for the work of the contract referred to above for the prices stated on the attached LEXINGTON PUBLIC SCHOOLS STUDENT REDISTRICTING ANALYSIS AND SUPPORT SERVICES PRICE QUOTATION FORM, which prices are incorporated by reference into this bid form. This undersigned vendor also agrees that, if selected as contractor, it will within five (5) days, Saturdays, Sundays and legal holidays excluded, after receipt of a contract from the Awarding Authority, execute the contract in accordance with the Request for Quotation.



Authorized Signature
KATE HICKEY

8/22/16

Date

Print Authorized Name

Contact Name for Bid Questions:

KATE HICKEY

khickey@appgeo.com

Contact Name

Email of Contact Person

APPLIED GEOGRAPHICS

617-447-2472

Company Name

Contact Person Phone Number

24 SCHOOL ST, BOSTON

MA 02108

Address

State **Zip Code**

khickey@appgeo.com

Contact Email Address

LEXINGTON PUBLIC SCHOOLS
STUDENT REDISTRICTING ANALYSIS AND SUPPORT SERVICES
PRICE QUOTATIONFORM 2016

Line 01: Boundary Analysis: Working with Lexington Public School staff, perform data analysis and a final report to summarize and present results in a user friendly, clear manner using both LPS and consultant tools to generate options / build scenarios for potential boundary changes. LPS staff include: Superintendent, Assistant Superintendent for Curriculum and Instruction, Special Assistant to the Superintendent, Director of Planning and Assessment, Transportation Coordinator, and other staff as needed. LPS tools include: Enrollment data (historical and projected), City GIS layers and web-based enrollment analytics systems. Work may be on site at Lexington Public Schools or at the consultant's office, at the discretion of Lexington Public Schools.

Line 01a: Boundary Analysis work with Lexington Public Schools

Project Manager hourly rate: \$ 125 x est. total hrs. 80 = \$ 10,000

Consultant/Analyst hourly rate: \$ 150 x est. total hrs. 30 = \$ 4,500

Line 01b: Administrative Fee: 1 % x est. labor expenses = \$ 145

Line 01c: Other Materials* expenses over the duration of the contract = \$ 500

Presentation materials expenses must be pre-approved by LPS prior to incurring and billing for reimbursement. Materials should be limited to document reproduction, printing of large format maps and graphs and other incidental document production related expenses.

No travel or lodging expenses will be reimbursed separately within this contract so please quote accordingly.

Grand Total for Line 01 (add all totals in a, b & c) = \$ 15,145

Line 02a: Assignment Planning: Attend Work Planning meetings at Lexington Public Schools:

Principal/Senior Project Manager hourly rate: \$ 240 x est. total hrs. 28 = \$ 6,720

Project Manager hourly rate: \$ 125 x est. total hrs. 28 = \$ 3,500

Consultant/Analyst hourly rate: \$ 150 x est. total hrs. 0 = \$ 0

Line 02b: Assignment Planning: Attend Working Group meetings at Lexington Public Schools (2 estimated) and Public Meetings (2 estimated) to support the process, facilitate discussion, contribute expertise, and answer questions about the analysis.

Principal/Senior Project Manager hourly rate: \$ 240 x est. total hrs. 28 = \$ 6,720

Project Manager hourly rate: \$ 125 x est. total hrs. 28 = \$ 3,500

Consultant/Analyst hourly rate: \$ 150 x est. total hrs. 0 = \$ 0

Line 02c: Assignment Planning: Development of presentation materials for working group meetings and/or public meetings including maps, charts, graphs and tables and a final report to summarize and present results in a user friendly, clear manner.

Principal/Senior Project Manager hourly rate: \$ 240 x est. total hrs. 16 = \$ 3,840

Project Manager hourly rate: \$ 125 x est. total hrs. 40 = \$ 5,000

Consultant/Analyst hourly rate: \$ 150 x est. total hrs. 0 = \$ 0

Line 02d: Administrative Fee: 1 % x est. labor expenses = \$ 293

Line 02e: Other Materials* expenses over the duration of the contract \$ 1,000

Presentation materials expenses must be pre-approved by LPS prior to incurring and billing for reimbursement. Materials should be limited to document reproduction, printing of large format maps and graphs and other incidental document production related expenses.

No travel or lodging expenses will be reimbursed separately within this contract so please quote accordingly.

Grand Total for Line 02 (add all totals in a, b, c, d & e) \$ 30,573

Consultant team is expected to work collaboratively with the project, district, and school staff on all aspects of the evaluation.

1.1. All quotes must be submitted in the manner and form prescribed by the specifications which control award(s) of this contract. Award(s) will be made to the lowest responsive and responsible vendor(s) providing the quality of services needed by LPS based on the grand totals of Line 01 (a, b & c) and Line 02 (a, b, c, d & e).

1.2. Quotes may be delivered to the LPS Business Operations Office to the address listed above OR emailed to: dharvey@sch.ci.lexington.ma.us. It is recommended to email or call to confirm that your quote has been received for consideration.

2. Price Schedule

Quote for evaluation services, recommendations, implementation and presentation materials and reporting as specified within:

Grand Total for Boundary Analysis Line 01 (add a, b & c) \$15,145

Grand Total for Student Assignment Analysis Line 02 (add a, b, c, d & e) \$30,573

Grand Total (From contract award through June 30, 2017) \$45,718

References

References of similar customers to whom you have provided similar services (provide at least 3)

1.

Name: Julie Kirrane or
Sandra Guryan

School District: Newton Public Schools

Address: 100 Walnut St Newton, MA 02460
julie_kirrane@newton.k12.ma.usor

Email Address sandy_guryan@newton.k12.ma.us

Contact Phone #: 617-559-9025

2.

Name: Jared Morin, Director of Info Technology

School District: West Hartford Public Schools

Address: 50 South Main St, West Hartford, CT 06107

Email Address jared.morin@westhartford.org

Contact Phone #: 860-561-6689

3.

Name Al Ranaldi

School District: Town of Lincoln, RI

Address: Town Hall, 100 Old River Road

Email Address aranaldi@lincolnri.org

Contact Phone #: 401-333-8433

Bidders shall submit this form fully completed with each bid

Lexington Public Schools

Certificate of Non-Collusion

M.G.L. Ch. 30B, s10, BID PROPOSALS: Certificate of Non-Collusion - MANDATORY.

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

APPLIED GEOGRAPHICS, INC.

Company or Corporation

Dated: 8/22/16

Authorized Official's Signature



ATTESTATION STATEMENT: State Taxes Paid

MANDATORY

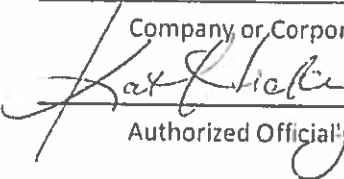
Pursuant to M.G.L. Ch. 62c 49a, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

State tax paid to COMMONWEALTH OF MASSACHUSETTS using Federal ID or SS# 04-3124927

APPLIED GEOGRAPHICS, INC.

Company or Corporation

Dated: 8/22/16


Authorized Official's Signature

Certificate Of Authority

At a duly authorized meeting of the Board of Directors of APPLIED GEOGRAPHICS, INC.
(name of corporation)

held on* 11/30/15 at which all the Directors were present or waived notice, it

_____ was voted that KATE HICKEY, VICE PRESIDENT of this _____ (date)
(name) (office)

corporation, be it he or she, hereby is authorized to execute bid documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST:

Patricia H. Smith
(clerk or secretary)

Place of Business: BOSTON, MA

I certify that I am the clerk/secretary of the APPLIED GEOGRAPHICS, INC.
(name of Corporation)

and that KATE HICKEY is the duly elected VICE PRESIDENT
(name) (office)

and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:

Patricia H. Smith
(clerk or secretary)

Date:**

8/22/16

* This date must be on or before the date of the Contract

** This date must be on or before the date of the Contract

Disclosure Of Lobbying Activities Form

NOT APPLICABLE TO APPLIED GEOGRAPHICS, INC.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0346-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c} _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

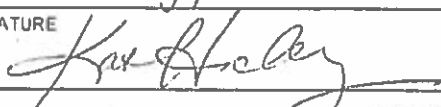
This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT <i>APPLIED GEOGRAPHICS, INC.</i>	PR/AWARD NUMBER AND/OR PROJECT NAME <i>Student Redistricting Analysis</i>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <i>Kate Hickey, Vice President</i>	DATE <i>8/22/16</i>
SIGNATURE 	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

Corporate/Partnership Form

NOTE: If the bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: MASSACHUSETTS

President: RICHARD GRADY

Treasurer: RICHARD GRADY

Secretary: RICHARD GRADY

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts? Yes ___ No ___

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 §39L to furnish to the awarding Town a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c.181 §§3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Applied Geographics, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
24 School Street, Suite 500

City, state, and ZIP code
Boston, MA 02108

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number									
0	4	-	3	1	2	4	9	2	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ ILBH Date ▶ 8-18-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

TOWN OF LEXINGTON
LEXINGTON PUBLIC SCHOOLS
STUDENT REDISTRICTING ANALYSIS AND SUPPORT SERVICES 2016
REQUEST FOR QUOTATION

Purchase Agreement

THIS AGREEMENT ("Agreement" or "Contract") is made between The Town of Lexington, a municipality of the Commonwealth of Massachusetts, acting through the Lexington Public Schools, as Lexington "TOWN," and APPLIED GEOGRAPHICS, INC. VENDOR" whose address is 24 SCHOOL ST, STE 500, BOSTON MA 02108 as "VENDOR". In consideration of these mutual terms and conditions, the parties covenant and agree as follows:

The Vendor will perform all work, provide all services and labor, materials, transportation, supplies, supervision, organization and other items of work and cost necessary for the manufacture, delivery, warranty of those items listed in the Lexington Public Schools Student Redistricting Analysis and Support Services Request for Quotation.

Definitions/Interpretation

For the purposes of this contract and any additional instruments which may become a part of this contract, the terms "contractor," "seller" and "Vendor" shall be interchangeable. The terms "buyer," "owner," "grantee," "The Town of Lexington" and "the Town" shall be interchangeable.

Contracting Officer: The School Department Procurement Officer will enter into and administer this contract and make determinations and findings in regard to the contract on behalf of the School Department.

Contractor: The successful bidder to whom a contract is awarded.

Authorized Signature: The person who executes this contract on behalf of the Bidder/Contractor and who is authorized to bind the Bidder/Contractor.

Supplier: Any manufacturer, individual company or agency providing the Products or units, components or subassemblies for inclusion in the Products. Supplier items shall require qualification by type and acceptance tests in accordance with requirements, if any, defined in bidding documents.

Work: Any and all labor, supervision, services, materials machinery, equipment, tools, supplies and facilities called for by the contract and/or necessary to the completion thereof.

Defect: Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes the Products to cease operating or causes it/them to operate in a degraded mode.

Request for Quotation: The document provided by the Town stating the purchase description, evaluation criteria and instructions for completing the quote, and including other materials, as referenced, as well as addenda.

Notice of Award: The written notice sent by the Town notifying the selected Bidder of the award of contract.

Specifications: The written description and statement of necessary requirements of the Products to be provided.

Contract Documents

This Agreement, Request for Proposal and Contractor's Proposal, conditions, specifications, addenda and modifications constitute the Contract Documents and are complementary. Specific federal and state laws, the terms of this Agreement and the Contract Documents (other than this Agreement), in that order respectively, supersede other inconsistent provisions.

Scope Of Agreement

This order is an offer to purchase and is limited to the terms and conditions contained herein. Any terms and conditions contained in quotations or similar forms of Vendor or that may be proposed in any acknowledgement or acceptance which are additional to or different from these terms and conditions are hereby rejected and shall not become part of the purchase agreement without Contracting Officer's written consent. The Vendor shall not produce any of the goods covered by this purchase order, or procure any of the materials required in their production, or ship any of such goods to the Town, except to the extent authorized in written instructions furnished to the Vendor by the Town or as necessary to meet specific delivery dates provided in this purchase order. The Town shall have no responsibility for goods for which delivery dates or such written instructions have not been provided. Shipments in excess of those authorized may be returned to the Vendor and the Vendor shall pay the Town for all packing, handling, sorting, and loading and transportation expenses in connection with such shipments.

Acceptance Of Material - No Release

Unless the Town otherwise agrees, acceptance of any portion of the Products prior to final acceptance shall not release the Vendor from liability for faulty workmanship, materials, performance or for failure to comply with all of the terms of this Contract. The Town reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the instructions, contract requirements and specifications; provided, however, The Town is under no duty to make such inspection and no inspection so made shall relieve Vendor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements and specifications.

Modifications

The Town may modify this contract and order changes in the work to be performed under this contract whenever it shall be deemed necessary or advisable to do so. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the

work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.

Term And Termination

Term

The term of this contract will be effective on date contract is signed and shall end on or before June 30, 2017.

Termination For Convenience

The Town may terminate this Contract for convenience and without cause, in whole or in part, at any time by written notice to the Vendor specifying the termination date. The Vendor shall immediately take all practical steps to minimize its costs to terminate the work. The Vendor shall be paid its actual, necessary and verifiable costs to effect termination including contract closeout costs and a reasonable profit on work performed satisfactorily up to the date of termination. The Vendor shall promptly submit to the Town its termination claim supported by detailed documentation of each cost item claimed in a form satisfactory to the Town.

Termination For Default

If the Vendor does not deliver the Products in accordance with the Contract delivery schedule, or, if the Vendor fails to perform services in the manner called for in the Contract, or if the Vendor fails to comply with any other material provisions of the Contract, the Town, may terminate this Contract in whole or in part, for default if, ten days (or such longer date as the Town may specify in its sole discretion) after the date of the Town's/School Department's written notice to the Vendor, the failure of the performance of the Vendor has not been completely cured or the Vendor has not made reasonable progress, as determined by the Town in its sole discretion, to cure the failure. Termination shall be effected by serving a notice of termination on the Vendor's representative or agent in the Commonwealth of Massachusetts or shall be deemed served three (3) days after mailing said notice to the Vendor's address by registered mail. Such notice shall set forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for the Products upon delivery and acceptance, or service satisfactorily performed in accordance with the manner of performance set forth in the Contract; and any other costs shall be borne by the Vendor. The Vendor shall assume and bear all termination and Contract closeout costs, including those of subcontractors, suppliers and vendors.

In the event of a default termination, the Town shall be entitled to withhold any payments then due or to become due to the Vendor, reasonable amounts for damages suffered by the Town as a result of the Vendor's default and to exercise any other rights or remedies available to the Town at law.

The Vendor shall also be deemed to be in default upon the occurrence of any one or more of the following events: if Vendor is bankrupt or insolvent; if Vendor makes a general assignment for the benefit of creditors; if a trustee or receiver is appointed for Vendor, or for any of Vendor's property; if Vendor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law; if Vendor repeatedly fails to make prompt payments to vendors,

suppliers, subcontractors or others for labor, materials, or equipment; if Vendor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if the Vendor fails to correct defect(s) noted during acceptance inspection(s) within sixty (60) days of notification of said defect; and if Vendor violates in any substantial way the provisions of the Contract Documents.

If it is later determined by the Town that the Vendor was not in default, the Town, after establishing a new delivery schedule, may allow the Vendor to continue work without increase in the contract prices, or treat the termination as a termination for convenience. The termination of the Contract for nonperformance shall in no way relieve the Vendor from any of its covenants, undertakings, duties and obligations under this Contract, nor limit the rights and remedies of the Town hereunder in any manner whatsoever.

Delivery Of Goods And Completion Of Services

- B. Delivery costs are included in the bid pricing. Vendor must not charge additional shipping charges in the cost of the items listed on the vendor's bid pricing form.
- C. Time of Performance
The Vendor must deliver the Products within 40 days of the date of Postmark of the purchase order. Failure to deliver or complete the Products within the time specified in the Contract Documents, unless a written extension of time has been granted by the Town, will likely result in damage to the Town. In that event, the Town specifically reserves the right to claim against and recover from the Vendor damages to the Town, whether direct or indirect, caused by or arising from such unexcused delays. In cases where The Town and the Vendor agree that it would be difficult to document damages due to late delivery or performance, it is further agreed this Contract will use a flat fee of \$50 (Fifty Dollars) per day, for each and every day the Products are/is not delivered or performed after the agreed upon delivery/completion date. The Town further reserves the right to claim such damages as they occur during the Contract as charges against the Contract. If the Vendor refuses or fails to pay the charges within thirty (30) days of receipt of a written demand from the Town which sets forth the basis for charge, the Town may withhold said damages from any payments then due, or to become due, to the Vendor.
- C. Destination for Delivery
The Products shall be delivered to the following destination:
The Lexington Public School Listed on the Purchase Order with proper attention to information listed as per the Purchase Order.
- D. Transportation
All goods shall be properly packed, marked, loaded and shipped as required by this order and the transporting carrier and shipped in a manner which will permit the lowest transportation rates to apply. The Vendor shall reimburse the Town for all expenses incurred due to improper packing, marking, loading or routing.

E. Risk of Loss

Delivery shall not be complete until goods have been actually delivered to and accepted by the Town, notwithstanding any agreement to pay freight, express, parcel post or other transportation charges. The risk of loss or damage in transit shall be upon the Vendor.

F. Delays

The Vendor shall in the event of a delay or threat of delay, due to any cause, in the production or delivery of goods or services hereunder, immediately notify the Town and shall include with such notice all relevant information with respect to such delay or threatened delay. The Vendor shall be liable for any damages resulting from failure to make delivery within the time called for by this order or by any written instructions of the Town, except where: (1) such delay in delivery shall be due to causes beyond the reasonable control of the Vendor; and (2) the Vendor notifies the Town as aforesaid. If the Vendor for any reason cannot comply with the Town's/School Department's delivery schedule, the Town, in addition to any other rights or remedies available to it by law or under these terms and conditions, may terminate this purchase order or cancel any shipments thereunder without further liability to the Vendor.

Indemnification And Hold Harmless

The Vendor agrees to indemnify, defend and hold harmless the Town and its agents, officers, boards, committees and employees, except for wrongful or negligent acts of the Town for any and all claims, losses, costs, expenses or damages of any kind resulting from or arising out of the performance of this contract by the Vendor, its officers, agents or employees. If any action, claim or demand is made against the Town, other than for a wrongful or negligent act of the Town, the Vendor agrees to assume the expense and shall pay all costs, charges, attorney's fees, settlements, judgments or other expenses incurred by or obtained against the Town.

To the extent that the Vendor's obligations hereunder require the performance of services by the Vendor or work to be done by the Vendor on the Town's/School Department's property or on property under The Town's/School Department's control, the Vendor agrees: (a) to accept full responsibility for performing all work in a safe manner so as not to jeopardize the safety of The Town's/School Department's personnel, property or members of the general public; and (b) to comply with and enforce all The Town's/School Department's safety and fire protection regulations in all applicable state and municipal safety regulations, building codes or ordinances. For work to be performed in certain isolated areas, waivers from specific Town safety and fire protection regulations may be obtained in writing from The School Department's Contracting Officer.

Patents And Royalties

The Vendor, without exception, shall indemnify and save harmless, the Town and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract including its use by the Town. If the Vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

Price

The Town will pay according to the attached LEXINGTON PUBLIC SCHOOLS PRICE QUOTATIONFORM, the amount agreed upon in the Vendor's quote, as full compensation for everything furnished and performed under this Contract, subject to allowable additions and deductions as provided. Payment will be made in accordance with the payment instructions listed below. If no price is specified in this order, the goods or services shall be billed at the price last quoted to the Town or at the prevailing market price, whichever is lower. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Town.

The price quoted in any quote submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture, delivery, assembly, installation, accessories, warranty, training of personnel, service manuals, wiring schematics and drawings, if required, pursuant to the specifications and requirements included in the Request for Proposal. It is the intention of the specifications that the Vendor provides complete components and accessories of the type prescribed, ready for operation by Town personnel.

Any items omitted from the specifications which are clearly necessary for the operation of such equipment although not directly specified or called for in these specifications, shall be considered an integral part of the basic specifications of the Products. All parts shall be new. In no case will parts be used, reconditioned or obsolete parts (except for testing). Any one part shall be an exact duplicate in manufacture and design and furnished as specified. Prices quoted are to be firm and final.

Payment

The Vendor shall be paid, upon the submission of proper invoices or vouchers as follows:

- a. All invoices need to be dated, description of items purchased, quantity, price including shipping and handling and total due and should be sent to:

Lexington Public Schools
c/o Finance Office
146 Maple Street
Lexington, MA 02420

- b. All pricing and or discounts should be in accordance with the quote specifications.

Vendors should not accept any orders for materials or services without an authorized purchase order number.

The Vendor shall provide the Town, simultaneously with and as a condition to each payment if the payments are in installments, all documentation necessary to evidence transfer to The Town of full and unencumbered title to the item for which payment is being made.

The Vendor will send its applications for payment to:

Lexington Public Schools
Attn: Finance Department
146 Maple Street
Lexington, Massachusetts 02420

The granting of any payments by the Town shall not constitute in any sense acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Vendor to replace work or material which does not conform to the contract documents, though the character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components or workmanship which does not conform to the instructions or their contract requirements and specifications, or are not equal to the samples submitted to and approved by the Town, will be rejected and shall be replaced by the Vendor without delay.

Taxes

No charge by the Vendor shall be made for federal or state excise taxes. The Town, as a municipal corporation of the Commonwealth of Massachusetts, is exempt from federal and state excise tax and such taxes shall not be included in proposal prices. The Town agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate. The Vendor agrees to pay all sales and use tax for which the Town is not exempt, if any.

Insurance

Vendor shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease or death of any of its employees; and for damage or destruction of the Products prior to acceptance by the Town.

Equal Employment Opportunity

In connection with the execution of this contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin, sexual orientation or presence of any sensory, mental or physical handicap as provided by M.G.L. c. 151 B. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, national origin or presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Hazardous Materials

Any materials required by this order that are deemed hazardous will be packaged, marked and shipped by the Vendor to comply with all present and future federal, state and local regulations and will further comply with any special company requirements. This may be noted on the face of the purchase order.

Compliance With Laws

The Vendor warrants that all goods supplied hereunder will have been produced in compliance with and the Vendor agrees to be bound by all applicable federal, state and local laws, orders, rules and regulations.

Special Tooling

If all of the costs of any special tooling used in the performance of this order have been charged to this order or to other orders placed by the Vendor, title to such special tooling shall vest in the Town at the option of the Town. Such tooling is to be used only in performance of this purchase order unless otherwise provided by the Town.

Delegation And Assignment

Neither party to this contract may delegate the performance of this contract to a third party unless mutually agreed in writing. This contract cannot be assigned without the written consent of the other party.

Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, two days after the date of deposit in the United States mails, as follows:

(A) if to the School Department, to:
Superintendent of Schools
Lexington Public Schools
Town of Lexington
146 Maple Street
Lexington, MA 02420

(B) if to the Vendor: to:

Limitation Of The Town Of Lexington's Liability

In no event shall the Town be liable for anticipated profits or for incidental or consequential damages. The Town's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from this agreement or from the performance or breach thereof shall, in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. The Town shall not be liable for penalties of any description.

Title And Security Interests

If full or partial payment is made to the Vendor prior to the delivery of all goods or the performance of all services hereunder, title to all goods identified to this order at the time of such payment or thereafter shall pass to the Town, and the Vendor shall be deemed a bailee of all goods remaining in its possession, but in no event shall the risk of loss pass to the Town until the goods are delivered to the destination specified herein and accepted. The Vendor agrees to maintain insurance coverage in types and amount satisfactory to the Town for all goods that are or become so identified at any time to this order. Additionally, the Vendor grants to the Town a security interest in all goods that are or may become so identified, which security interest shall be in addition to all other rights of the Town under this order or applicable laws, and the Vendor agrees to execute financing statements or such other documents as the Town may reasonably require to perfect and protect that interest.

Merger

This Agreement constitutes the entire agreement of the parties. There are no other Agreements, oral or written, which modify or affect this Agreement. This Agreement supersedes any and all provisions on the face and reverse side of any purchase order or any attachment thereto inconsistent with or in addition to the provisions hereof, and this provision constitutes notice by the Town of its objection to any such inconsistent or additional provision. The Agreement may not be amended except in writing signed by both parties to the Agreement.

Jurisdiction Laws – Venue

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any action to enforce the Agreement shall be brought in Middlesex County, Massachusetts. The Vendor agrees that if a lawsuit is instituted by the Town for any default on the part of the Vendor, and the Vendor is adjudged to be in default, the Vendor shall pay to the Town all costs and expenses, expended or incurred by the Town in connection therewith, and reasonable attorney's fees.

Warranty

Final payment by the Town shall constitute notification to the Vendor of the commencement of the warranty period.

In addition to any implied warranties, the Vendor hereby warrants that the Products shall be fit for the intended use and shall be free from defects in and malfunctions arising from workmanship, material and design and shall conform to the requirements of this contract. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. If the Town shall give the Vendor notice of any defect, deficiency or non-conformance within twelve (12) months from the date of final payment by the Town, Vendor shall, at no cost to the Town and within a reasonable time, repair or replace all such defective, deficient or non-conforming items. In the event of failure by the Vendor to correct defects in or replace non-conforming goods or services within a reasonable time, The Town may make such corrections or replace such goods and services and charge the Vendor for the cost incurred by The Town thereby.

Representations And Certifications Of The Vendor

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Non-Collusion: The Vendor certifies under penalties of perjury that this 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.
- B. Tax and Contributions Compliance: The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of contributions. The Vendor's social security/tax identification number is _____.
- C. Conflict of Interest: The Vendor certifies that no official or employee of the Town has a financial interest in this bid or in the Contract with the Vendor offers to execute or in the expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. c 268A. The vendor certifies that they will require employees to adhere to Conflict of Interest Law as it pertains to public employees and students in this financial arrangement.
- D. Licenses and Permits: The Vendor shall obtain all required licenses and permits pertaining to work under this Agreement. The Vendor shall submit copies of such licenses and/or permits upon request.
- E. Debarment or Suspension: The Vendor certifies that it has not been debarred or suspended under M.G.L. c. 29, Section 29F, nor will the Vendor contract for supplies from a debarred or suspended subcontractor on any public contract.

IN WITNESS WHEREOF, This Agreement has been executed in duplicate as of the day and _____ year written below.

Date: 9/7/16

Approved as to the availability of funds:
[Signature]
Ian Dailey, Assistant Superintendent for Finance and Operations

Executed by: [Signature] Town of Lexington
Ian Dailey, Chief Procurement Officer

Executed by Vendor: [Signature]
Authorized Vendor Signature
24 SCHOOL ST, STE 500
Vendor Address
KATE HICKEY
Contact Name
khickey@appgeo.com
Contact Email Address

VICE PRESIDENT
Title
BOSTON, MA
City/Town
617-447-2472
Contact Phone #