

INVITATION FOR BID

ART, CLASSROOM & PHOTOGRAPHY SUPPLIES

IFB #:	17-3
Bid Release:	March 16, 2017
Bids Opened At:	Lexington Public Schools 146 Maple Street Lexington, MA 02420

Contact

Debbie Harvey, Procurement Operations Manager

(p): 781-861-2580 x68062
(f): 781-861-2580
dharvey@sch.ci.lexington.ma.us

TABLE OF CONTENTS

TABLE OF CONTENTS	2
LEGAL NOTICE	2
SECTION 1: GENERAL INFORMATION	4
1. Overview	4
2. Bid Documents Available	4
3. Questions	4
4. Addenda	4
SECTION 2: HOW TO SUBMIT A BID	5
2. Estimated Quantities	5
3. Compliance with IFB	5
4. Form of Bid	5
5. Required Bid Documents	5
6. Modifications to Bids	6
7. Bid Opening	6
SECTION 3: AWARD AND CONTRACT	6
3. Timeframe for Award	6
4. Reserved Rights	7
5. Contract	7
SECTION 4: BIDDER PROPOSAL REQUIREMENTS	7
2. Experience	7
3. References	7
4. Subcontractors	8
SECTION 5: PRODUCT AND PERFORMANCE TERMS	8
1. Quality Minimum Requirements	8
2. "Or Equal"	8
Warranty	8
Method of Acquisition	9
Delivery	9
Returns	9
Invoicing	9
Payment	10
SECTION 6 – PRODUCT SPECIFICATIONS	10
COVER SHEET	15
REFERENCES	16
CERTIFICATE OF NON-COLLUSION	17
CERTIFICATE OF AUTHORITY	18
DISCLOSURE OF LOBBYING ACTIVITIES FORM	19
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION	20
CORPORATE/PARTNERSHIP FORM	21
PURCHASE AGREEMENT	22

LEGAL NOTICE

Invitation for Bid
Art, Classroom & Photography Supplies

The Lexington School Committee is requesting bids for Art, Classroom & Photography Supplies for 2017-2018 school year. **The bid release date is March 16, 2017.** Sealed bids are due at the School Administration Building, 146 Maple Street, Lexington, MA 02420 by **11:00 A.M. on April 13, 2017**, at which time they will be publicly opened. Bids will be received until 11:30 AM. on April 6, 2017 by mail or delivered to Lexington Public Schools, Debbie Harvey, Procurement Operations Manager, 146 Maple Street, Lexington MA 02420, with the designation "BID #17-3 Art and Classrooms Supplies" on the envelope. Lexington Public Schools reserves the right to reject any and all bids. For questions, information, or bid documents contact Debbie Harvey, Procurement Operations Manager, at dharvey@sch.ci.lexington.ma.us or at 781-861-2580 x68062

Key Dates/Times:

<u>Item</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Notice	March 16 & 23, 2017		Lexington Minuteman Newspaper http://lps.lexingtonma.org (under Quick Links: LPS Procurement/Purchasing)
Release of Bid	March 16, 2017	11:00 a.m.	http://lps.lexingtonma.org (under Quick Links: LPS Procurement/Purchasing) or Business Office/146 Maple Street Lexington, MA 02420
Questions Due	April 10, 2017	By 4:00 p.m.	Email at dharvey@sch.ci.lexington.ma.us
Amendments	April 11, 2017	By 4:00 p.m.	http://lps.lexingtonma.org (under Quick Links: LPS Procurement/Purchasing)
Submittal Date	April 13, 2017	Before 11:30 a.m.	Business Office/146 Maple Street
Bid Opening	April 13, 2017	11:30 a.m.	Central Office Conference Room 146 Maple Street, Lexington
Term	June 1, 2017 – May 31, 2018		

SECTION 1: GENERAL INFORMATION

1. OVERVIEW

This is an Invitation for Bids (IFB) issued by the Lexington Public Schools to secure the provision of art, classroom and photography supplies for nine school buildings.

List of Lexington Public School Buildings

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

2. BID DOCUMENTS AVAILABLE

Bid documents will be made available beginning **11AM**, on **March 16, 2017** through the following means:

By submitting a request for #17-3 and providing the prospective bidder's Contact Person Name, Company Name, Address, City, Zip, phone and fax numbers, and e-mail address through one of the following means:

1. By e-mail to dharvey@sch.ci.lexington.ma.us,
2. By phone to Debbie Harvey at 781-861-2580 x687062,
3. By going to <http://lps.lexingtonma.org/Page/657> or Lexington Public Schools, 146 Maple Street (GPS: 328 Lowell St.) Lexington, MA 02420. Open M-F 8:00 a.m.-4:00 p.m.

Bid documents will be e-mailed unless delivery via U.S. Mail if specified by the requestor.

3. QUESTIONS

Direct all questions to Debbie Harvey via email at dharvey@sch.ci.lexington.ma.us. No questions will be accepted beyond **April 10, 2017** at 4:00 p.m. Responses to inquiries that affect all bidders will be issued as addenda. Non bidding parties will not be issued addenda without a public records request for the addenda after the addenda is issued and should not distribute this for use as an official bid document, only Lexington Public Schools will issue official bid documents.

4. ADDENDA

Written addenda issued by Lexington Public Schools will be emailed to all parties that Lexington Public Schools is aware have requested documents as necessary using the contact information provided to Lexington Public Schools. All addenda will be posted by **April 11, 2017** by 4:00 p.m. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Bidders should contact Debbie Harvey via e-mail (dharvey@sch.ci.lexington.ma.us) or phone (781-861-2580 x68062) if they believe an

addendum has not been received. Addenda will also be posted on the Lexington Public Schools website (<http://lps.lexingtonma.org> - under Quick Links: LPS Procurement/Purchasing) which will be the responsibility of all parties to review.

SECTION 2: HOW TO SUBMIT A BID

1. Bid Submittal

Bids must be submitted in **sealed envelopes** clearly marked with the following information

BID FOR: #17-3

Art, Classroom & Photography Supplies IFB

Bid envelopes must contain two (2) copies of all required documents and one CD or thumb drive with a copy of all documents submitted. If a CD or thumb drive is not submitted with a copy of vendor's bid submission, bid submission may be disqualified at the discretion of Lexington Public Schools.

Bids must be signed as follows:

- **If the bidder is an individual**, by her/him personally;
- **If the bidder is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the bidder is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

2. ESTIMATED QUANTITIES

Quantities are cited on the **Art, Classroom & Photography Supplies Bid Pricing Spreadsheets** attached under separate cover for this IFB.

3. COMPLIANCE WITH IFB

Bidders must comply with all requirements of this IFB in order to be eligible for contract award.

Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets**, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. Lexington Public Schools may reject or a bidder may withdraw a bid if a mistake is clearly evident on the face of the Art, Classroom & Photography Supplies Bid, yet the intended correct bid is not similarly evident.

4. FORM OF BID

Bid pricing must be submitted on the LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets provided and must contain all the required enclosures itemized in Section 2: How to Submit a Bid, #6 listed below.

5. REQUIRED BID DOCUMENTS

All bids are **required** to contain the following forms fully completed and signed (if applicable):

- a. a signed Cover Sheet
- b. CD or Thumb Drive of LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets (**Do not send list as a PDF file.**)

- c. One hard copy of the LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets
 - d. a signed Non-Collusion Form
 - e. a signed Certificate of Authority
 - f. Disclosure of Lobbying Activities Form
 - g. Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
 - h. a signed Corporate/Partnership Form (if applicable)
 - i. A W-9 Form
6. **MODIFICATIONS TO BIDS**

A bidder may correct, modify, or withdraw a bid by written notice received by not later than the close of business on the day before the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, must reference the original IFB and must be signed by the same person who signed the LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets or a surrogate so authorized in writing.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Lexington Public Schools or fair competition as determined by the Lexington Public Schools.

7. **BID OPENING**

Sealed bids will be accepted at **Lexington Public Schools, Procurement Operations Manager, 146 Maple Street, Lexington, MA 02420** until 11:30 AM as read on the clock in the mailroom on April 13, 2017 and when and where they will be publicly opened and read aloud. Bids will be made available for inspection on-site for a reasonable period of time after all bids are opened.

Unforeseeable Deterrents - If at the time of the scheduled bid opening, the designated site is unavailable due to circumstances beyond the control of the Lexington Public Schools, the bid opening will be automatically postponed (with or without notice to potential bidders) until 11:30 a.m. at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the bid opening will be formally postponed with notification to all parties provided bid documents by Lexington Public Schools. Bids will be accepted until any postponement time.

SECTION 3: AWARD AND CONTRACT

1. **Rule of Award**

An award will be made as follows:

An award will be made to the lowest, responsive, and responsible bidder offering the most advantageous proposal for the goods and/or services that are the subject of this IFB.

2. **Tie Breaker**

In the event of a tie, the Town will flip a coin assigning "heads" to the bidder whose company name is alphabetically first.

3. **TIMEFRAME FOR AWARD**

All bid prices submitted in response to this IFB must remain firm for 30 (thirty) days following

the bid opening or until a contract is executed, whichever occurs first.

4. **RESERVED RIGHTS**

Lexington Public Schools reserves the right to:

1. Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
4. Accept or reject, in whole or in part, any and all bids as permitted by law.
5. Award contracts as it deems best serves the interests of the **Lexington Public Schools**.
6. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of **the Lexington Public Schools**, while also being non-prejudicial to the interests of fair competition.

5. **CONTRACT**

A signed contract will result from this IFB, and will remain in effect for the contracted work period or until the purpose of the contract is fully realized. While the contract is in effect, the Procurement Officer acting on behalf of the **Lexington Public Schools** may continue to place orders for the awarded items at the original bid price.

SECTION 4: BIDDER PROPOSAL REQUIREMENTS

1. **PERFORMANCE CAPABILITIES**

Bidders must be capable of providing the specified goods and services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner. Time of performance is critical to this IFB. Bidders must reassure the **Lexington Public Schools** of their capacity to perform within the timeframe set out in this IFB.

2. **EXPERIENCE**

Bidders must demonstrate competency in the business of providing the goods and/or services specified in this IFB by conformance with the following criteria:

- a. Bidders must be authorized sellers of **Art, Classroom & Photography Supplies**.
- b. Provision of the specified goods/and or services is consistent with normal lines of business.
- c. Incorporated to do business in Massachusetts.
- d. Receive favorable ratings from references.
- e. Vendor shall demonstrate that the products offered are the requested specifications.
- f. Bidders that do not meet these minimum qualifications will not be considered.

3. **REFERENCES**

Bidders must provide a list of three references who have ordered from your company in the past three years. Any omission will be considered grounds to invalidate the proposer's bid. Use a separate sheet(s) clearly marked "**REFERENCES**" to provide the following information for each reference.

1. Contact Person
2. Customer Name

Poor references may be used as a basis for determining that a VENDOR is not a responsible bidder. The Lexington Public Schools can and will act as its own reference.

3. Years as a customer
4. Street
5. City, State, Zip
6. Email Address

4. **SUBCONTRACTORS**

- a. Proposer must supply a list of sub-contractors used for specialty services.

SECTION 5: PRODUCT AND PERFORMANCE TERMS

1. **QUALITY MINIMUM REQUIREMENTS**

- Provide at least three references.
- Must include all forms contained in the document with applicable signatures.
- Must meet all Bidder Requirements, Experience, and goods/services outlined in all sections of this IFB.

2. **“OR EQUAL”**

- a. The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of quality only.
- b. An item equal to one or more that are named or described in the Specifications may be offered by a vendor unless it specifies “No Substitutions”. Any item listed on the Art, Classroom & Photography Supplies Bid Pricing Spreadsheets that states “No Substitutions”, vendors are not to bid items that are not the exact item described in the specifications.

An item shall be considered equal to the item so named or described if:

- i. it is at least equal in quality, durability, appearance, strength and design
 - ii. it will perform at least equally the function imposed by the general design for the use intended
 - iii. it conforms substantially to the requirements of the specifications with only minor deviations immaterial to the requirements of the preceding conditions (1) and (2).
- c. The name and manufacturer’s published product specifications establishing product equality must accompany “Or Equal” Bids. Acceptance of “Or Equal” Bids shall be at the sole discretion of Lexington Public Schools whose decision shall be final.

WARRANTY

Bidder is encouraged to provide warranties where applicable. Final payment by Lexington Public Schools 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 Lexington Public Schools shall give the Vendor notice of any defect, deficiency or non-conformance within twelve (12) months from the date of final payment by the Lexington Public Schools, Vendor shall, at no cost to the district 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, Lexington Public Schools may make such corrections or replace such goods and services and charge the Vendor for the cost incurred by the district thereby.

METHOD OF ACQUISITION

All items and materials shall be included in the price of services.

The Lexington Public Schools will issue purchase orders on behalf of **Lexington Public Schools if they deem the contract useable.**

DELIVERY

All goods and/or services must be delivered per Lexington Public Schools "Ship To" instructions on purchase orders.

****ALL SHIPPING AND DELIVERY COSTS MUST BE INCLUDED IN EACH SUPPLY ITEM BID PRICE ON THE ART, CLASSROOM & PHOTOGRAPHY SUPPLIES BID PRICING SPREADSHEETS.****

The delivery time, as stated in the Bid shall be within 40 days of vendor receipt of purchase order. If delivery extends beyond 40 days, LEXINGTON PUBLIC SCHOOLS must buy the items elsewhere at higher prices; LEXINGTON PUBLIC SCHOOLS may back charge the vendor for price differences and/or not make future bid awards to the vendor. The right is reserved to reject any Bid or Proposal in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/ service is intended.

For the term of this bid, DELIVERY is described to include unloading and movement of the furniture and/or boxes into the school building for the LEXINGTON PUBLIC SCHOOLS. In some cases on small shipments, a building custodian may be available to help unload. However, under no circumstances shall a vendor assume LEXINGTON PUBLIC SCHOOL employees will be available for unloading. The vendor is responsible for coordination of delivery, labor, and personnel with the trucking company.

Delivery school locations are listed under Section 1 General Information, #1. All delivery trucks must have lift gates on their trucks due to most of the schools not having loading docks available for unloading items.

Fob Point

All prices must be F.O.B. destination, freight prepaid, with no additional costs to purchasing entities.

RETURNS

Selected vendor(s) shall unconditionally accept and pick-up or ship, at the vendor's expense, any and all items found to be damaged or not in compliance with the specifications, model numbers, descriptions or other representations upon which a contract is awarded. Returns shall be promptly credited. Cash returns shall not be tendered.

INVOICING

Selected Vendors must direct all invoices to:

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

Lexington Public Schools is tax-exempt. Sales taxes and finance charges will not be paid.

Individual purchase orders will be assigned to the successful Bidder(s) from the participating LEXINGTON PUBLIC SCHOOLS in this Bid or Proposal and each is to be invoiced separately. All invoices submitted must show the respective LEXINGTON PUBLIC SCHOOLS' purchase order number.

PAYMENT

Payments will be made for all goods/services delivered within 60 days of receipt and acceptance of delivery.

SECTION 6 – PRODUCT SPECIFICATIONS

1. General Product Description

Art and Classroom Supply List consists of the following:

Paints
Brushes
Paper and Portfolios
Drawing Materials
Printmaking
Glue, Paste, Tape, Fasteners
Scissors & Blades
General Art Supplies
Ceramics
Photography Supplies
Sculpture Supplies

2. Project description

Each bid shall be submitted on the attached LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets in the blank spaces provided next to each item. The Description and Specifications Column must not be changed or altered in any way. All blank spaces shall be filled in and **typewritten ONLY** in figures and (**no written supply costs will be accepted**). The Bid Pricing Sheet shall state the legal name of the vendor and shall be signed in ink by a person or persons legally authorized to bind the vendor to a contract. **Include one CD or thumb drive (Do not send compilation of pricing list as a PDF file) with a copy of your Art, Classroom Photography Supplies Pricing Spreadsheets on it with your bid submission.**

Vendors should only type price per item in the yellow columns. All other columns are locked and will not be accessible for vendor changes or revisions.

Some Brand names listed on the LEXINGTON PUBLIC SCHOOLS Art, Classroom & Supplies Bid Spreadsheets are for descriptive purposes only. Brands of equal quality are acceptable, but the substitution must be noted on the bid and a sample provided.

If it is noted on individual items the wording “**No Substitutions**” then bidder should only bid the exact item listed and not substitutes with a different brand. Vendors are required to inform Lexington Public Schools if any item is “**discontinued**” or “**not in stock**” as soon as possible after order is submitted.

Vendor should not substitute another item for a discontinued item or “not in stock” item without notifying the following staff member in the Fine Arts Department:

Fiorella Meoli
Telephone: 781-861-2320 x69250
Email: fmeoli@sch.ci.lexington.ma.us
Fax: 781-861-2440

Bids must include on the “Art, Classroom & Photography Supplies Pricing Spreadsheets” trade names or other wording that clearly identifies every item the bidder will supply. *A stock number is not considered adequate identification.*

Do not delete any lines when filling out the “Art, Classroom & Photography Supplies Pricing Spreadsheets”. Once awarded, there are to be no substitutions; the item supplied must be the item specified by the vendor on the bid form.

All items which are imperfect or of a grade inferior to bid specifications in the opinion of LEXINGTON PUBLIC SCHOOLS will be rejected and must be replaced by acceptable items without expense to LEXINGTON PUBLIC SCHOOLS.

Samples

- a. **Where bids are submitted for substituting items other than those specified, samples are required for evaluation.**
- b. Each sample must be marked with your firm’s name and the item number.
- c. All substitute samples must be in a clear poly bag, labeled with company name and item number.
- d. **Pick up vendor samples:** after the bid award vendors may pick up sample by May 1, 2017 or call to make other arrangements before May 1, 2017. Please telephone 781-861-2580 X68062 or email (dh Harvey@sch.lexington.ma.us) ahead of time so that we can have them ready for pick up. **Samples not picked up by May 1, 2016 will be considered the property of Lexington Public Schools.**
- e. Acceptability will be based upon which items are deemed to equal or exceed quality and performance of the specified item. Samples **must** be submitted for inspection on or before April 13, 2017. The Awarding Authority reserves the right to determine whether the item is equal to that which was specified.

Final decisions concerning the quality of items other than those specifically designated rests with LEXINGTON PUBLIC SCHOOLS. Said determination will be made by a committee of Art teachers and supervisors who will analyze quality of the substitute item and recommend if these sample items should be awarded the bid.

Electronic Ordering

Vendor should include information in bid submission if electronic ordering is possible in their ordering system. Please include information on ordering process for purchasing items online.

Vendor Product Link

Vendor should provide a link for their bid items for staff to use to look at the items to insure it is the correct supply item needed by the staff member.

3. **SCOPE OF SERVICES**

Lexington Public Schools is accepting bids for Art, Classroom and Photography Supplies for 9 school buildings in the district. These supplies will be used by Fine Arts teachers and students and should be made of quality materials in order to provide colorful and exceptional art work and photography in the classrooms.

Evaluation Criteria

After the opening of the bids, the Awarding Authority will determine whether it is in its best interest to award the contract based one of the following alternate bids submitted:

ALTERNATE 1: If Alternate 1 is selected, then the contract will be awarded to the responsive and responsible vendor who offers the best aggregate price for all items on the LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets.

ALTERNATE 2: If Alternate 2 is selected, then separate contracts will be awarded to the responsive and responsible vendors that offer the best price in each price category on the LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets.

Every bid that is incomplete, conditional or obscure, or which contains any addition not called for, shall be considered invalid and the Awarding Authority shall reject any such bid.

4. **GENERAL SPECIFICATIONS**

Price

The best low bid price on each individual specified item on the Art, Classroom & Photography Supplies Bid Pricing Spreadsheets included in this bid will be awarded the bid.

Modification, Addenda And Interpretations

Any apparent inconsistencies, or any matter seeming to require explanation or interpretation, must be inquired into by the Bidder at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid or Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract Documents and shall be acknowledged and dated on the Bid or Proposal Form. All requests for information should be in writing by email (dhurvey@sch.ci.lexington.ma.us) to the Business Office at LEXINGTON PUBLIC SCHOOLS.

An item shall be considered equal if it:

- a. is equal in quality, durability, appearance, strength, and design;
- b. will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and
- c. conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications.
- d. provide sample when substituting

Telegraphic/Electronic Bid Or Proposal Submittal

Telegraphic and/or Bid or Proposal offers sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Bid or Proposal either by air freight, postal service, or other means.

Overshipments

Material shipped in excess of quantity ordered may be returned at Bidder's expense.

Cancellation

Either party may cancel the award in the event that a petition either voluntary or involuntary is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

Patent Guarantee

Bidder shall, with respect to any device or composition of Bidder's design or Bidder's standard manufacture, indemnify and hold harmless each LEXINGTON PUBLIC SCHOOL, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of the all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by LEXINGTON PUBLIC SCHOOLS.

Termination Of Award For Cause

If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, LEXINGTON PUBLIC SCHOOLS shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the Agency, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful vendor shall not be relieved of liability to LEXINGTON PUBLIC SCHOOLS for damage sustained by LEXINGTON PUBLIC SCHOOLS by virtue of breach of the award by the successful vendor and LEXINGTON PUBLIC SCHOOLS may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due LEXINGTON PUBLIC SCHOOLS from the successful vendor is determined.

Termination Of Award For Convenience

LEXINGTON PUBLIC SCHOOLS may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the award shall at the option of each LEXINGTON PUBLIC SCHOOL become its property. If the award is terminated by LEXINGTON PUBLIC SCHOOLS as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Bidder, termination of award for cause, relative to termination shall apply.

Taxes

LEXINGTON PUBLIC SCHOOLS are exempt from City, County State and Federal/Excise Taxes and any such taxes must not be included. Federal Excise Tax Exemption Certificates, if required, will be issued upon request. LEXINGTON PUBLIC SCHOOLS are further exempt from payment of Federal Transportation Tax and the State of Massachusetts Sales Tax. Any appropriate taxes shall be shown as a separate item on your Bid or Proposal. Bidder shall obtain all appropriate tax exemption certificates from LEXINGTON PUBLIC SCHOOLS.

Competitiveness And Integrity

Bidders are to direct all communications regarding this Bid or Proposal to LEXINGTON PUBLIC SCHOOLS Business Office, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance. LEXINGTON PUBLIC SCHOOLS' Business Office may refer communications to other participating LEXINGTON PUBLIC SCHOOLS for clarification.

Contract Terms and Conditions

Each vendor awarded a contract or contracts pursuant to this IFB shall enter into a Purchase Agreement in the sample form attached hereto and incorporated herein by reference. The Purchase Agreement sets forth the terms and conditions of the contract. Each vendor shall review such Purchase Agreement prior to submitting its bid.

Minority Business Enterprise Plan

Notice is hereby given that the Town M.B.E. Plan dated December 1, 1984 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program are applicable to all Town/School contracts for goods and services in excess of \$4,000.

Right To Know Legislation, M.G.L., Ch. 111f And 454 Cmr 21.06

All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to M.G.L., Ch. 111f, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

Conflict of Interest Law M.G.L 268A

The conflict of interest law, G. L. c. 268A, is one of several laws that govern your dealings with public officials and employees. You could face civil and criminal penalties if you take a prohibited action. Many aspects of the law are complicated and there are often exemptions to the general rules. We encourage you to seek legal advice from the State Ethics Commission regarding how the law would apply to you in a particular situation. For questions about how the conflict of interest law applies to you, please call the **Attorney of the Day** at (617) 371-9500, or electronically request an Informal Written Opinion.

<http://www.mass.gov/ethics/education-and-training-resources/implementation-procedures/municipal-employee-summary.html>

Non-Collusion Affidavit, M.G.L., Ch. 30b

Any person submitting a proposal for the sale, lease or provision of equipment, supplies or materials of services to any governmental unit as defined in M.G.L., Ch. 30B shall certify that the bid is made without collusion or fraud with any other person. This certification is to be included with the sealed bid. Failure to submit such statement will result in the bid being disqualified.

Payment Of Taxes To The Commonwealth Of Massachusetts Pursuant To M.G.L., Ch. 62c, §49a

No contract may be entered into with any party that has not filed and paid all taxes required under law. This certification is to be included with the sealed bid. Failure to submit a statement of compliance with the statute will result in the bid being disqualified.

Name of Bidder: _____

COVER SHEET

Must be submitted as the cover sheet to the completed LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid to be valid

Town of Lexington

LEXINGTON PUBLIC SCHOOLS

Instructions to Bidders

Art, Classroom & Photography Supplies

By submitting this bid the undersigned represents to the Town/District that it has examined and understands the Invitation for Bid, 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 Art, Classroom & Photography Supplies Bid, 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 Invitation For Bids.

Authorized Signature

Date

Print Authorized Name

Contact Name for Bid Questions:

Contact Name

Email of Contact Person

Company Name

Contact Person Phone Number

Address

State

Zip Code

Contact Email Address

REFERENCES

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

1.

Name: _____

Years as a Customer: _____

Company/Organization: _____

Street: _____

City, State & Zip Code: _____

Email Address: _____

2.

Name: _____

Years as a Customer: _____

Company/Organization: _____

Street: _____

City, State & Zip Code: _____

Email Address: _____

3.

Name: _____

Years as a Customer: _____

Company/Organization: _____

Street: _____

City, State & Zip Code: _____

Email Address: _____

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.

Company or Corporation

Dated: _____

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 _____ using Federal ID or SS# _____

Company or Corporation

Dated: _____

Authorized Official's Signature

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)

held on* _____ at which all the Directors were present or waived notice, it
_____ was voted that _____, _____ 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: _____
(clerk or secretary)

Place of Business: _____

I certify that I am the clerk/secretary of the _____
(name of Corporation)

and that _____ is the duly elected _____
(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: _____
(clerk or secretary)

Date:** _____

* 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

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
 0348-0046

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 (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 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	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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: _____

President: _____

Treasurer: _____

Secretary: _____

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: _____

Other form of business organization: _____

**TOWN OF LEXINGTON
LEXINGTON PUBLIC SCHOOLS
ART, CLASSROOM & PHOTOGRAPHY SUPPLIES BID**

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 _____ “VENDOR” whose address is _____

_____ 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 Art, Classroom & Photography Supplies IFB .

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 Town Administrator will enter into and administer this contract and make determinations and findings in regard to the contract on behalf of the Town.

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.

Invitation for Bids: The document provided by the Town stating the purchase description, evaluation criteria and instructions for completing the bid, 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, Invitation to Bid and Contractor’s Bid, 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, 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 for one year beginning June 1, 2016 ending May 31, 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 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

A. Delivery costs are included in each bid pricing item. Vendor must not charge additional shipping charges in the cost of the items listed on the vendor's bid pricing form

B. 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 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. Prices of all items listed on the LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Sheet are to include delivery.

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 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 property or on property under The Town'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 personnel, property or members of the general public; and (b) to comply with and enforce all The Town'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 Town'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 in unit prices according to the attached LEXINGTON PUBLIC SCHOOLS Art, Classroom & Photography Supplies Bid Pricing Spreadsheets, (which is the vendor's bid pricing sheet), the amount agreed upon in the Vendor's bid, 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" section 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 bid 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 Invitation to Bid. 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 bid 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 do 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 Town, 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: _____

**Approved as to the availability
of funds:**

Executed by: Town of Lexington

**Ian Dailey
Interim Director for Finance & Operations**

**Ian Dailey
Chief Procurement Officer**

Executed by Vendor:

Authorized Vendor Signature

Title

Vendor Address

City

Contact Name

Contact Phone

Contact Email Address