



**CITY OF BOSTON
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY:

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its

agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor

shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c.149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.



CITY OF BOSTON

INVITATION FOR BIDS ADDITIONAL INFORMATION

Form CM03

1 -- INVITATION:

1.1 The City of Boston, acting by the Official designated in the advertisement, invites sealed bids for providing the goods or services and performing the work as described in the Purchase Description and Specifications attached hereto, in accordance with the terms and conditions of the attached contract documents.

2 -- SUBMISSION OF BIDS:

2.1 Electronic Invitation for Bids

2.1.1 If this Invitation for Bids has been advertised and distributed electronically using the City's Online Sourcing & Procurement website, documents that are referenced in the electronic bid package are incorporated into the Invitation for Bids. All bidders are solely responsible for obtaining and completing the required documents that are identified in this Invitation for Bids and for complying with all substantive bid requirements. Bidders are responsible for checking the City's Online Sourcing & Procurement website for any addenda or modifications that are subsequently made to this Invitation for Bids or attachments. The City accepts no liability for and will provide no accommodation to bidders who fail to check for amended procurement opportunities and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the Invitation for Bids language or any Invitation for Bids component files. Modifications to the body of the Invitation for Bids, specifications, terms and conditions, or which change the intent of this Invitation for Bids are prohibited and may disqualify a response. To the extent a bid deposit is required, the deposit must be physically delivered to the City in accordance with the procedures described in paragraph 2.2.

2.1.2 It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person, and to monitor that email inbox for communications from the City. The City assumes no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the City to be lost or rejected by any means including email or spam filtering.

2.1.3 Bidders electing to respond to this Invitation for Bids electronically must submit their responses online via the City's Online Sourcing & Procurement system by the Close Date and Time. To learn about Online Sourcing and Procurement, go to <http://www.cityofboston.gov/procurement/>. Alternatively, Bidders may submit responses via the traditional paper and wet signature method.

2.1.4 By submitting an online bid, bidders must acknowledge and accept electronically all conditions and requirements associated with or referenced in the Invitation for Bids and agree to execute contracts electronically. This electronic signature is acceptable pursuant to MGL c.110G, § 1 et. seq., the Massachusetts Uniform Electronic Transaction Act (UETA). The City of Boston retains the right to request paper documents and wet ink signatures with respect to any or all documents associated with a solicitation.

2.2 Filing Paper Bid And Form Of Bid Deposit

2.2.1 If the bidder elects to submit a paper bid or if an electronic bid is not applicable, the original bid shall require a wet ink signature. The original bid and a duplicate copy thereof (which may be a photocopy) shall be enclosed in an envelope. The envelope shall be sealed and plainly marked on the outside thereof with a description of the goods or services to be provided, bid opening date, and the bid number, if applicable. The bid shall be filed before the time and at the place designated in the Advertisement attached and incorporated by reference herein and shall be accompanied by a bid deposit in the form of a bank check, a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Boston, or a bid bond in a form satisfactory to the Official with a surety company qualified to do business in Massachusetts if, and as specified, in the Advertisement.

2.3 Time For Filing Bids; Time Of Bid Opening

2.3.1 Bids shall be filed no later than the time and date designated in the Advertisement; the opening of bids shall be on the date and at the time specified in said Advertisement.

2.4 Withdrawal Of Bids

2.4.1 No bid may be withdrawn after the time set for bid opening except by written notice received by the Official prior to the time and date set for bid opening as set forth in the Advertisement. No bid filed by any responsible and responsive bidder may be withdrawn after the date and time of opening, nor prior to the execution and delivery of a contract to the lowest responsible and responsive bidder. The Official shall award a contract prior to the expiration of ninety (90) days (Saturdays, Sundays and legal holidays inclusive) after the opening of bids, or within such other time specified in the Advertisement.

3 -- BID DEPOSITS: AMOUNT; RETURN OF DEPOSIT; FAILURE OF PERFORMANCE/LIQUIDATED DAMAGES:

3.1 Amount Of Bid Deposit

3.1.1 The amount of any bid deposit shall be as specified in the Advertisement. All bid deposits of twenty dollars (\$20.00)

or less shall be retained by the City as a bid filing charge.

3.2 Return Of Deposit

3.2.1 All other bid deposits, as specified in section 2.1, except those of the three lowest responsible and responsive bidders, shall be returned upon notice of award of a contract, or if no award is made, no later than ninety (90) days after the date of the opening of bids. The bid deposits of the three lowest responsible and responsive bidders shall be returned only upon the execution and delivery of the contract to the City or, if no award is made, no later than ninety (90) days after the date of the opening of bids or, if federal, state or other government approval is required, within thirty (30) days (Saturdays, Sundays, and legal holidays included) after the date of such approval.

3.3 Failure Of Performance; Liquidated Damages

3.3.1 If the successful bidder fails to perform his agreement to execute a contract and furnish the required security for performance within ten (10) days (Saturdays, Sundays and legal holidays excluded) after an award is made, or within such additional time as the Official may authorize in writing, the bid deposit shall become and be the property of the City of Boston as liquidated damages; provided, that the amount of the bid deposit which becomes the property of the City shall not, in any event, exceed the difference between the bidder's price and the price of the next lowest eligible and responsible bidder; and provided further, that, in case of death, disability or other unforeseen circumstance affecting the bidder, the bid deposit shall be returned to the bidder after submission of a sworn affidavit delivered to, and accepted by, the Official.

4 -- SPECIFICATIONS:

4.1 Before submitting any bids, bidders shall fully inform themselves in regard to all conditions pertaining to the Invitation For Bids and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. Any estimates, plans or other information relating to the goods, services, labor or materials or work required by the contract documents are to be considered for the purpose of comparing the several bids. Neither the City, nor its officers, agents or employees, shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

5 -- BIDS FOR EQUAL ITEMS:

5.1 Equal Bids Shall Be Considered

5.1.1 Except where otherwise specifically provided to the contrary in the contract documents, any proprietary name mentioned in the Purchase Description and Specifications is for the purpose of information only and is not intended to limit competition. Bids for any article, assembly, system or any component part thereof (hereinafter "item") equal to that named in the specifications will be considered. An item shall be considered equal to the item so named if (1) it is at least equal in quality, durability, appearance, strength, and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

5.2 Notice of "Equal"

5.2.1 A bidder submitting a bid on proprietary item(s) other than the specific item(s) named in the specifications shall submit, with the bid forms filed, a written notice containing the name and full particulars pertaining to such item(s) including, but not necessarily limited to, the manufacturer's name, catalogue number, model number and price.

5.3 Judgment As To Equality

5.3.1 The decisions of the Official as to whether an item(s) is or is not equal shall be final.

5.4 Expense Of Proving Equality

5.4.1 Any and all expense necessary to prove to the Official the quality of items offered as equal to the specific item or specified names shall be borne exclusively by the bidder submitting any proposed substitutions.

6 -- INFORMATION AS TO PROPOSED MATERIALS:

6.1 Before any contract is awarded, the bidder may be required to furnish, without expense to the City, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Official to determine their quality and fitness for the work. The particulars of tests, if any, may be set forth on the form entitled Evaluation Criteria.

7 -- PRICE BASIS ON CONTRACTS FOR THE PURCHASE OF GOODS AND SERVICES:

7.1 Purchase Of Goods Defined

7.1.1 The purchase of goods shall mean goods as defined in the Uniform Commercial Code, G.L.c.106, §2-105, or all property, other than real property, including equipment, materials, printing and insurance, and further including services incidental to the delivery, conveyance and installation of such property.

7.2 Purchase Of Service Defined

7.2.1 The purchase of services shall mean the furnishing of labor, time, or effort by a contractor, not involving the furnishing of a specific end product other than reports.

7.3 Firm Bid Price; Exception

7.3.1 Except where otherwise specifically provided to the contrary in the Advertisement, or in the Purchase Description and Specifications, or Evaluation Criteria, as the case may be, prices bid will be accepted by the City as firm prices unless the Official has specifically requested and a bidder specifically responds in writing in its bid consistent with the Official's request that the prices bid are subject to decrease or increase and the basis for calculation of the amount thereof.

7.4 Price Escalation

7.4.1 In the event that the Advertisement, or Purchase Description and Specifications, or Evaluation Criteria, as the case may be, provides that prices for contracts are subject to price change, the bidder shall strictly respond to the Invitation For Bids with respect to price requirements, including the amount or percentage of price change and applicable time period(s).

8 -- TAXES:

8.1 The City is exempt from federal excise taxes (Federal Exemption No.A-108-328) and from the Massachusetts Sales and Use Tax (Certificate No. E-046-001-380). Exemption Certificates will be provided, if requested, following award to the successful bidder.

9 -- BASIS FOR ACCEPTANCE/CONFLICT OF INTEREST:

9.1 Any bid made will be accepted only on the basis that the bidder, by filing its bid, represents that it is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work; that the bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the City is financially interested in the contract; that the bidder is fully informed in regard to all provisions of the contract documents, including, without limitation, the specification and drawings, if any; the time for performance and the provisions with respect to liquidated damages, bonds and insurance, if any.

10 -- QUESTIONS:

10.1 All questions as to the interpretation of the Invitation For Bids, Purchase Description and Specifications, Evaluation Criteria and all other contract documents shall be submitted in writing to the Official. Written answers to such questions will be sent by the Official to each person on record as having received an Invitation For Bids and all documents incorporated by reference therein. No questions will be answered unless received by the Official at least seventy-two hours prior to the expiration of the time set for filing bids.

11 -- CONTRACT AWARD:

11.1 Bid Opening

11.1.1 Bids shall be publicly opened and read aloud at the time and place designated in the Advertisement.

11.2 Right To Accept Or Reject

11.2.1 The Official reserves the right to waive any minor informalities and to accept or reject any or all bids. In the event the Purchase Description and Specifications require bids for goods and multiple items each of which has separate price components, the Official reserves the right to accept or reject any item(s) therein and award contracts therefor. The Official shall award the contract to the bidder the Official determines to be the lowest responsible and responsive bidder.

11.3 Agreement By Bidder

11.3.1 The submission of a bid shall constitute agreement on the part of the bidder that, if the bidder is given or mailed a notice of acceptance within ninety (90) days (or such other time specified in the Advertisement) of the bid opening, the bidder shall within ten (10) calendar days (Saturdays, Sundays and legal holidays excluded) of receipt of such notice or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed together with the required security for performance and any other required contract forms requested by the Official.

12 -- PERFORMANCE BOND:

12.1 A performance bond of a surety company authorized to do business in Massachusetts and satisfactory in form to the Official, or a certified check, or a treasurer's or a cashier's check, issued by a responsible bank or trust company, payable to the City of Boston, may be required of the successful bidder as security to guarantee the faithful performance of the contract. If security is required, the penal sum of such bond or amount of such check shall be as specified in the Advertisement.

12.2 Simultaneously with the execution of the contract, the successful bidder shall deliver such bond or other security to the Official. Failure to provide the required bond or other security within the time herein specified in paragraph 11.3 shall render the contract award void and result in the forfeiture of the bid deposit as liquidated damages.

13 -- HARMONIOUS LABOR RELATIONS:

13.1 The submission of a bid shall constitute the certification of the bidder that the bidder is able to and will furnish labor that can work in harmony with all elements of labor employed or to be employed on the work.

14 -- QUALIFICATIONS OF BIDDERS:

14.1 It is the purpose and intention of the Official not to award the contract to any bidder who does not furnish evidence, when requested, satisfactory to the Official that he has the ability and experience to perform the pertinent class of work.

15 -- UNIT PRICE PROPOSALS:

15.1 The bidder shall submit the bid upon the Bid Response Form furnished by the Official. If the bid is on a unit price basis, the bidder shall respond to and specify a unit price, in both words and figures, if so required in the price specifications, for each item for which a quantity is given, and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the grand total amount of the bid obtained by adding the amounts of the several items. All words and figures shall be typewritten or in pen and ink. In case of a discrepancy between the prices written in words and those written in figures, the written words shall govern. In the event there is a discrepancy between the unit prices and the total sum of all items, the unit prices shall govern.

16 -- ADDENDA:

16.1 Any supplemental instructions, amendments or changes in the Invitation For Bids, or attached documents, shall be in the form of written addenda to this Invitation. If issued, such addenda shall be sent by first class mail or tele-fax to all persons of record as having received an Invitation For Bids at the address listed thereon or via email to registrants on the City's Online Sourcing & Procurement website. Such addenda, if any, will be sent no later than five (5) business days prior to the time set for the opening of bids.

16.2 Failure of any bidder to respond to any such addenda shall not relieve such bidder from any obligation under the bid as submitted. At the time of the opening of bids, each bidder shall be conclusively presumed to have received and understood all bid documents, including all addenda, and the failure of any bidder to examine any form, instrument or other document which is part of the Invitation For Bids shall in no way relieve such bidder from any obligation arising under law from the submission of a bid.

17 -- TOXIC OR HAZARDOUS SUBSTANCES:

17.1 A bidder filing a bid concerning materials containing toxic or hazardous substances must submit a Material Safety Data Sheet with such bid. This document must accompany any deliveries of materials containing such substances when made by the successful bidder, his agent, or contractor. A bidder agrees to comply with the so-called "Right-To-Know Law", G.L.c.111F, in respect to the labeling, handling and delivery of substances subject to the jurisdiction of said law.

18 -- INVITATION FOR BIDS INCLUDES BY REFERENCE ALL DOCUMENTS REFERRED TO AND INCLUDED THEREIN:

18.1 This Invitation For Bids hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, and all contractual terms and conditions applicable to the procurement.

18.2 This Invitation For Bids expressly incorporates by reference the City of Boston Standard Contract General Conditions (Form CM 11) and such other contractual terms as the Official deems necessary.

19 -- PUBLIC RECORDS:

19.1 All responses and information submitted in response to this solicitation are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

***** THIS PROCUREMENT IS TO BE ADVERTISED IN BOTH THE COMMONWEALTH OF MASSACHUSETTS' GOODS AND SERVICES BULLETIN AND THE CITY RECORD *****

**ADVERTISEMENT
CITY OF BOSTON**

PROCUREMENT

INVITATION FOR SEALED BIDS FOR THE PROCUREMENT OF THE FOLLOWING SERVICES AND/OR SUPPLIES:
Memorial Day Flags for Veterans' Services

NOTE: For information specific to this bid, please contact Paul Mathurin at 617-635-1818 or Paul.Mathurin@boston.gov.

The City of Boston ("the City"), acting by its Purchasing Agent ("the Official"), invites sealed bids for the performance of the work generally described above, and particularly set forth in the Invitation For Bids, which may be obtained from the City's procurement website and Supplier Portal (<http://boston.gov/procurement>). Invitation For Bids shall be available until the time of the bid opening. To access details for this specific bid event, or to respond through electronic format, please visit the City of Boston Supplier Portal and access Event EV00016576.

Every sealed bid shall be submitted in accordance with the Invitation For Bids. All sealed bids shall be filed no later than October 15, 2025 at 12:00 PM.

The attention of all bidders is directed to the provisions of the Invitation For Bids and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds as may be applicable.

The supplies/services described above for the 1 year term of this contract is an estimated amount of the supplies/services to be procured.

Sealed bids shall be publicly opened by the Official on October 15, 2025 at 12:00 PM at One City Hall Square Room 808, Boston, MA 02201.

The City reserves the right to reject any and all bids, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore. If sufficient funds are not appropriated for the contract in any fiscal year, the Official shall cancel the contract. The maximum time for bid acceptance by the City after the opening of bids shall be ninety (90) days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Casey Brock-Wilson,
Purchasing Agent