

MASSACHUSETTS CONVENTION CENTER AUTHORITY

INVITATION FOR BIDS

Ballroom Stack Chairs

The Massachusetts Convention Center Authority (the "Authority") will receive sealed bids for the items stated above at the Administrative Office of the Authority, Boston Convention and Exhibition Center, 415 Summer Street, Boston, Massachusetts 02210 until 12 noon on September 28, 2010, immediately after which, in the Conference Room, the bids will be opened publicly.

Contract Documents for bidders will be available on or after September 7, 2010 from the Authority. The documents are available at the Authority's website http://www.massconvention.com/job_bus.html and each bidder may obtain a set of the documents at such address, together with any addenda or amendments which the Authority may issue.

Each bid shall be submitted and will be considered in accordance with the Instructions to Bidders, Specifications, and other Contract Documents.

The Authority reserves the right to waive any informality in or to reject any or all bids if it be in the public interest to do so.

All bids shall be submitted to the Authority at the address stated below in a sealed envelope with the notation "Ballroom Chairs".

Theresa Ruane
Contracts Administrator
MASSACHUSETTS CONVENTION CENTER AUTHORITY
415 Summer Street
Boston, MA 02210

DATE: September 7, 2010

- PUBLIC NOTICE -

MASSACHUSETTS CONVENTION CENTER AUTHORITY

INSTRUCTIONS TO BIDDERS

SECTION 1 - INTRODUCTION AND DEFINITIONS

1.1. In accordance with this Invitation for Bids, including all documents bound herewith, the Massachusetts Convention Center Authority (the "Authority") hereby invites bids for the items described in the Specifications attached hereto.

1.2. These Instructions to Bidders are intended to assist bidders in the preparation of their bids, to call attention to various legal requirements and to set forth certain conditions upon which offers are submitted and received.

1.3. Certain provisions of applicable statutes are summarized in this Invitation for Bids. Whenever these instructions or any other documents contained in this Invitation for Bids set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries in any material particular, and shall in no respect supersede, expand or limit rights or duties of the Authority or bidders in matters governed by statute.

1.4. The following definitions shall apply in these instructions and in the other documents contained in this Invitation for Bids:

(1) The terms "Invitation for Bids" and "IFB" shall include the Public Notice, these Instructions, the Specifications, the Bid Form, the Authority-Contractor Agreement, any other documents bound herewith, the drawings (if any), any documents specifically incorporated into any of the foregoing documents by reference, and all Addenda issued prior to the opening of bids.

(2) The terms "Addenda" and "Addendum" shall mean written documents and/or drawings issued by the Authority prior to opening of bids which supplement, modify, correct, explain or interpret any other document contained in this IFB.

(3) All definitions set forth in other documents in this IFB as therein defined are applicable to these instructions and to the other IFB documents.

SECTION 2 - AVAILABILITY OF CONTRACT DOCUMENTS

2.1. Each bidder may obtain one (1) set of the Invitation for Bids. Additional sets may be obtained at cost of reproduction.

2.2. The Authority in making copies of the IFB available does so only for the purpose of obtaining bids on the work of this contract and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof.

SECTION 3 - EXAMINATION OF INVITATION FOR BIDS; PRE-BID CONFERENCE

3.1. Before submitting a bid, each bidder must thoroughly examine the IFB and familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the contract. Failure of a bidder to acquaint himself with the IFB or to attend the pre-bid conference, if any, shall in no way relieve the bidder from any obligation with respect to his bid.

3.2. Each bidder shall promptly notify the Authority of any ambiguity, inconsistency or error he may discover upon examination of the IFB. The submission of a bid will constitute a representation by the bidder that he has complied with every requirement of this Section 3 and that the IFB is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of this Contract.

3.3. A pre-bid conference, if any, will be held at the time and place specified in the Public Notice.

SECTION 4 - ADDENDA AND INTERPRETATION OF INVITATION FOR BIDS

4.1. All questions and requests for clarifications or interpretations of the meaning of the IFB shall be in writing, addressed to the Authority, and to be given consideration must be received at least seven (7) days prior to the date fixed for opening of bids.

4.2. Clarifications or interpretations and any supplemental instructions or forms, if issued, will be issued in the form of written Addenda prior to the date fixed for opening of bids. Addenda will be sent by certified mail or by U.S. Postal Service "Express Mail" next day delivery service or similar express delivery service to all parties who, according to the Authority's records, have obtained or requested these Instructions and the Specifications and have furnished to the Authority an address for such purposes. Each bidder shall be responsible for determining that he has received all Addenda issued, and failure of any bidder to receive any such Addendum shall not relieve such bidder from any obligation under this bid as submitted.

4.3. All Addenda so issued shall become part of the IFB.

4.4. Oral clarifications or interpretations will be of no effect. The Authority will not be responsible for, and a bidder may not rely upon or use as the basis of a claim against the Authority or a consultant of the Authority, any information, explanation or interpretation of the IFB rendered in any fashion except as herein provided.

SECTION 5 - SALES TAX

5.1. The Authority represents that it is exempt from Federal excise, State, and local taxes and that sales to the Authority are exempt from Massachusetts State and use taxes. The number of the certificate granted by the Commissioner of Revenue for use in documenting the exemption is:

042-768-982

SECTION 6 - PREPARATION AND SUBMISSION OF BIDS

6.1. Each bid shall be submitted upon the bid forms furnished by the Authority, copies of which are bound herewith. The bid forms may be submitted without the balance of the documents bound herewith. All blank spaces shall be filled, in ink or typewritten, in words or figures. All attachments listed in the Schedule of Attachments shall be included with the bid form. The total contract price shall, where indicated on the bid form, be stated in both words and figures. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the bidder. Where unit prices are required on the bid form, in the event of a discrepancy between specified unit prices and totals based on such unit prices, the unit prices specified shall govern. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern. The bid shall state the legal name of the bidder and shall be signed in ink by a person legally authorized to bind the bidder to a contract. The name and title of the person signing the bid shall be typed or printed below the signature.

6.2. A bid shall be submitted to the Authority at the address stated in the Public Notice in a sealed opaque envelope bearing on the outside the name of the bidder, his address, and the title of the project for which the bid is submitted. If forwarded by mail, the sealed bid marked as described above shall be enclosed in another envelope with the notation "**STACKING CHAIRS BID ENCLOSED**" on the face and addressed as indicated in the Public Notice.

SECTION 7 - RECEIPT OF BIDS

7.1. All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to, and receipt by, the Authority. Bids received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

7.2. Any bid may be withdrawn by the bidder or his duly authorized representative by written notice received by the Authority at the address for receipt of bids specified in the Public Notice prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids. No telephone or telegraphic bid, change in bid, or withdrawal of bid will be received or recognized. A bid may be amended or modified only by withdrawing the bid and resubmitting another bid prior to the time for opening bids.

7.3. Bids will be opened publicly at the place and time stated in the Public Notice or the authorized postponement thereof. Bidders or their authorized representatives are invited to be present.

SECTION 8 - REJECTION OF BIDS

8.1. The Authority reserves the right to reject any or all bids if it be in the public interest to do so.

8.2. Every bid which does not conform to statutory requirements, or which is on a form not

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

8.3. In addition, the Authority may consider informal and may reject any bid which is not prepared and submitted in accordance with all requirements of the these Instructions, the Specifications, and the Bid Form, or which contains erasures, alterations, additions, errors or irregularities of any kind; provided, however, that the Authority reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

8.4. Subject to the foregoing, if the bid forms, specifications, or any other documents require submission of special information or data to accompany bids and any bidder neglects to furnish such information or data with his bid, the Authority may reject the bid of such bidder as incomplete; provided, however, that the Authority reserves the right to deem any such omission which is not an omission of substance as an informality for which such bid will not be rejected, and to subsequently receive such information or data prior to award of the contract.

SECTION 9 - AWARD OF CONTRACT

9.1. The contract will be awarded to the lowest responsible and responsive bidder. A "responsible" bidder is a bidder demonstrably possessing the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance, and who is not debarred or suspended from bidding under Section 29F of Chapter 29 of the Massachusetts General Laws, or any other applicable law. A "responsive" bidder is a bidder who has submitted a bid which conforms in all respects with these Instructions and the other requirements of the IFB.

9.2. Award of the Contract will be made within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

9.3. The successful bidder will be notified in writing, by mail or otherwise, that his bid has been accepted and that he has been awarded the Contract. Notification shall be by the issuance of a Purchase Order making reference to the bid submitted by the successful bidder. The terms of the contract shall consist of the terms of the Authority-Contractor Agreement bound herewith and accompanying or printed on the Purchase Order. In the event the Specifications require that the contractor execute any additional documents, the successful bidder shall execute such documents and deliver same to the Executive Office of the Authority at 900 Boylston Street, Boston, Massachusetts 02115 within five (5) days, Saturdays, Sundays and legal holidays excluded, after notification of award by the Authority. If the bidder selected as the Contractor fails to execute any required documents in accordance with the terms of his bid, the award will be made to the bidder submitting the next lowest bid. The thirty (30) day time limit shall not be applicable to a second or subsequent award made after the expiration of the time limit with the consent of said next bidder, and made because the selected bidder failed to execute the required documents.

SPECIFICATIONS

BALLROOM STACKING CHAIRS

Provide ballroom stack chairs to the John B. Hynes Veterans Memorial Convention Center in Boston. Contractor will be responsible for all shipping/freight charges to be delivered to the John B. Hynes Veterans Memorial Convention Center, 900 Boylston Street, Boston, MA 02115

The Authority is seeking pricing on a quantity of 3200 chairs accompanied by sufficient dollies to store and transport the number of chairs purchased. Bidder shall guarantee the prices quoted for any additional orders made through September 1, 2011.

1 SCOPE OF WORK

1.0 Bidders are to furnish and deliver all stacking chairs & dollies in the quantities ordered. For the purpose of this RFP "Delivery" shall be defined as follows:

A. All items must be delivered using the loading dock entrance. The bidder is responsible for unloading the trucks and unwrapping the product for inspection at a location near the loading dock. The Authority or its agent will be responsible for inspection and acceptance of all products, and for moving the products from the inspection point to a secure storage location.

B. The bidder shall assume all delivery and receiving is to be done during normal business hours of 8:00 am to 5:00 pm, Monday thru Friday. The bidder will be responsible for notifying the Authority of all deliveries at least one week in advance of the product showing up on site to allow for coordination of personnel.

C. All products received in damaged condition, or deemed unacceptable by the Authority or its agent, shall be documented and the bidder shall make arrangements for immediate replacement.

D. Bidders are encouraged to have all items blanket or shrink wrapped to reduce the amount of trash.

1.1 The scope of work shall also include inventory tagging. All components are to be delivered to the site with owner supplied factory installed inventory tags. Adhesive backed tags, 1 7/8"x 3/4", will be supplied by the Authority for installation by the manufacturer before the products are shipped to the site.

SECTION 2 PRODUCTS & SPECIFICATIONS

2.0 The specification and description listed herein for each item represents the preferred product. Each item specified meets or exceeds certain functional requirements of the Authority in terms of size, comfort, durability and warranty offered. Acceptable manufacturers:

- Clarin Seating
- MTS Seating
- Approved Equal.

2.1 Bidders are encouraged to submit alternates they believe to be equal, providing they can demonstrate the proposed substitutions meet or exceed the specifications of the preferred products. For an alternate to be considered complete specifications, cut sheets and actual samples of every item must

be submitted with the bid.

2.2 Bidders shall warrant that all components provided are assembled of new components and are of a good and workmanlike quality, fit for the intended use of convention seating.

2.3 Bidders to include all warranty information with their submittal, stating the maximum time period offered for all parts and labor. In no case shall this warranty be less than one year.

2.4 The Chairs shall be required to satisfy any applicable federal, state or local permit requirements necessary to utilize the chairs for ballroom or public assembly use.

Overall Size: Depth: 22 ½ ”
 Width: 18”
 Height: 36 ¾”
 Seat Hgt: 18 ½”
 Weight: 16 lbs. maximum

Fabric: MTS Armour, Ascot AR612,: “Grade 05” and “or approved equal”

Frame: 7/8” Square 18 gauge (1.2mm) tubular steel frame is finished in a plated finish satin nickel chrome.
Hand hold feature
Stack bar feature,
Flex back
Rear reinforcement bar

Finish: Frames shall be chemically treated to insure adhesion and powder coat finishes are electrostatically applied to insure complete coverage.

Foam The seat is a contoured high density molded foam.
The back foam is pattern cut. All foam is flammability rated for California Technical Bulletin 133.

Seats : Seats are attached with threaded screws (comparable to Nylock™) into “T” Nuts. The front backs are attached in the same manner. The outside backs are attached with concealed fasteners.

Glides: Nickel plated rubber cushioned triple umbrella glide. Glide shall be SGS tested to withstand 436 Lbs. of pulling resistance.

Stacking: Chairs must be capable of stacking a minimum of 10 high, but 12 high is preferred.

Options: Retractable ganging mechanism.

Warranty: 12 year warranty on chairs; 1 year warranty on moving or mechanical parts

Chair Dollies: Hand truck for banquet chairs transports a minimum of 10 chairs, constructed of heavy duty steel

Manufacturer: Clarin Mayfair Model 2110 or Approved Equal

Delivery: Deliveries must be made by December 1, 2010.

All delivery costs must be included in bid price

Name of Bidder:

MASSACHUSETTS CONVENTION CENTER AUTHORITY
BID FORM
Ballroom Stacking Chairs

By submitting this bid the undersigned represents to the Authority that it has examined and understands the Invitation for Bids, including the Instructions to Bidders, Specifications, the Authority-Contractor Agreement, Drawings (if any), Addenda (if any), and all other documents specifically incorporated therein, and that this bid is made with distinct reference and relation to all said documents. 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.

The undersigned acknowledges his understanding that he cannot amend this bid after transmittal to the Authority unless he withdraws this bid and resubmits another bid prior to the time for opening bids.

A. The undersigned proposes to furnish the items referred to below at the loading dock of the John B. Hynes Veterans Memorial Convention Center, 900 Boylston Street, Boston, MA 02115 in accordance with the accompanying specifications prepared by the Authority, for the contract price stated below.

B. This bid includes Addenda numbered _____.

C. The proposed Contract Price is as follows:

<u>Item(s)</u>	<u>Unit Price</u>	x	<u>Quantity</u>	=	<u>Total Contract Price</u>
Ballroom Chairs	_____	x	3,200	=	_____
Dollies	_____	x	_____ =		_____

TOTAL CONTRACT PRICE, in words: _____

_____ Dollars

D. The bidder proposes to utilize the following item(s), (check appropriate box[es]):

Manufacturer, Name of Item, and Catalog or Identification Number, as stated in Specifications:

- Manufacturer, Name of Item, and Catalog or Identification Number, proposed as an "equal" to item stated in Specifications [Manufacturer's specifications must be attached to this bid, supplemented if necessary to demonstrate compliance with Specifications]:

The undersigned agrees that, if he is selected as contractor, he will fully perform the terms of the Authority-Contractor Agreement as set forth in the Invitation for Bids. The Authority may accept this Bid by issuing a Purchase Order making reference to this Bid, and if the Authority accepts this Bid by means of the timely issuance of a Purchase Order, the undersigned agrees that he shall thereupon be bound to the terms of the Authority-Contractor Agreement. In the event the Specifications require that the contractor execute any additional documents, the undersigned agrees that, if he is selected as contractor, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after notification of award by the Authority, execute such documents and deliver same to the offices of the Authority.

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently suspended or debarred under the provisions of M.G.L. c.29, §29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Pursuant to M.G.L. c.62C, § 49A, the undersigned certifies under the pains and penalties of perjury that the bidder has complied with all laws of the Commonwealth relating to taxes.

Date: _____

Print Name of Bidder

By:

Signature

Name of Person Signing Bid

Title of Person Signing Bid

Social Security Number or
Federal Identification
Number:

Business Address

City, State and Zip Code

Telephone: ()

Fax: ()

Email:

Bid 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.

If a Corporation:

Name of Corporation

Incorporated in what state:

President:

Treasurer:

Secretary:

If a Partnership: (Name all Partners)

Name of Partnership:

Name of Partner:

Residence:

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:

AUTHORITY CONTRACTOR AGREEMENT

1. This contract consists of this Agreement and, if the Authority has issued an Invitation for Bids (IFB) or Request for Proposals (RFP), the following other documents: the Public Notice, the Instructions to Bidders/Offerors, the Specifications, and any other documents referred to in the foregoing documents. All such documents are as fully a part of this contract as if attached to this Agreement or repeated herein. If Box A ("Your bid/proposal is hereby accepted") has been indicated on the face of this Purchase Order, the issuance of this Purchase Order constitutes acceptance of the Contractor's bid or proposal submitted in response to such IFB or RFP, and the Contractor is hereby bound to the terms of this Agreement. If Box B ("Please enter our order for the items described in your written offer") or Box C ("Please enter our order for the items specified above") has been indicated on the Purchase Order, and no IFB or RFP setting forth the terms of this Agreement has been issued by the Authority, then the issuance of this Purchase Order constitutes an offer by the Authority subject to the terms and conditions of this Agreement (which shall supersede any conflicting provisions of the Contractor's written offer), and the Contractor, by accepting this contract, agrees to all of the terms and conditions herein and on the face of the Purchase Order.
2. The Contractor shall sell to the Authority the goods/services stated in this Purchase Order which fully conform to the Specifications in the IFB or RFP (or, if no IFB or RFP was issued, to the specifications contained or referenced in this Purchase Order).
3. The Contractor shall deliver the goods stated in this Purchase Order, F.O.B. the loading dock of the Boston Convention and Exhibition Center, Boston, Massachusetts, freight prepaid (delivered), or, if another location shall have been stated in the Specifications or this Purchase Order, to such other location. Services shall be performed at the location stated in the Specifications or this Purchase Order.
4. The Authority shall pay the Contractor the price stated in the Contractor's Bid/Proposal Form or in this Purchase Order, subject to Paragraph 9.
5. The Authority shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this Contract and to reject or revoke acceptance of any not conforming to the terms of this Contract. Rejected goods will be returned to the Contractor at the Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to the Contractor.
6. Invoices shall be addressed to Accounts Payable, Massachusetts Convention Center Authority, 415 Summer Street, Boston, Massachusetts 02210, with the number of this Purchase Order and the specific items invoiced stated thereon. Invoices shall be payable within thirty (30) days of the date of final inspection.
7. It is agreed that time is of the essence of the Contract. The Contractor shall deliver the specified goods and perform the specified services in accordance with the schedule set forth in the published Specifications or contained herein.
8. If the Contractor is delayed by changes ordered by the Authority, or by strikes, fire, acts of God, or any other cause beyond the control of the Contractor, then the Contractor's sole remedy shall be that the time limits specified in the Contract Documents shall be extended in writing by the Authority for such reasonable time as the Authority may determine, provided that the Contractor shall give written notice to the Authority within seven (7) days after the time that he knows or

should know of any cause which will result (or has resulted) in delay for which he claims or intends to claim an extension of the Contract Time (including those causes which the Authority is responsible for or has knowledge of). Any such written notice shall (1) state that an extension is claimed; (2) identify the cause of delay; and (3) describe the nature and expected duration of the delay and its effect on the work. No extension of time shall be granted where the Contractor can, by reasonable efforts, including planning or rescheduling, avoid or mitigate the effects of such cause, nor to the extent that such cause is the fault of the Contractor or anyone for whose actions the Contractor is responsible.

9. Goods or services not conforming to the Specifications will not be accepted. In the event of default by the Contractor, including failure to deliver any item within the time schedule specified herein or the delivery of any nonconforming item, or in the event the Authority rightfully rejects any or all items or revokes acceptance of any or all items, the Authority may without waiving any other remedy permitted by law make covering purchases of goods or services, or may make temporary rentals, and hold the Contractor liable for all additional costs incurred. Further, in such event, the Authority, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this Contract. The Authority may accept some but not all of the goods or services without waiving its right to reject or revoke acceptance of nonconforming items, and shall pay only for those items accepted at the unit prices set forth in the Contractor's bid or proposal or this Purchase Order or, if no unit price is set forth, at a fair and reasonable price, less the additional costs, if any, of the Authority's covering purchases or rentals.

10. The Authority may cancel this Contract without liability for damages or otherwise if the Contractor becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed to declare the Contractor bankrupt or if delivery is not made within the time limits specified herein or, if no time limits are specified, within a reasonable time, or if the quantity or quality of the goods or services delivered is not as specified herein.

11. The Authority may terminate this Agreement without cause by delivery of written notice to the Contractor at least thirty (30) days prior to the date of termination. In the event of termination at the request of the Authority, the Contractor shall deliver to the Authority any and all work or work in progress produced under this Agreement prior to its termination, and the Authority shall, upon receipt of such work, pay the Contractor for the work performed prior to the date of termination less any set-off for damages caused by the contractor in the event that the termination was for cause as set forth above.

12. The rights and remedies of the Authority herein provided are in addition to any other rights and remedies provided under the contract documents or by operation of law.

13. The Contractor shall protect, defend and indemnify the Authority against any demand or loss resulting from the infringement of a patent, trademark, copyright, or any other right of a third party in connection with the Contractor's furnishing of goods or services pursuant to this Contract.

14. The Contractor hereby warrants that the goods furnished, including all components thereof, shall comply with all applicable federal, state and local laws, rules and regulations for the installation and use of said goods for the purpose for which said goods are being purchased or rented.

15. The Contractor shall submit, pursuant to M.G.L. c.111F, §§8-10, a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance shipped

under this Agreement.

16. The Contractor certifies, under penalties of perjury, that he has complied with all laws of the Commonwealth of Massachusetts related to taxes. M.G.L. c.62C, §49A. The Contractor certifies, under the penalties of perjury, that he is not presently suspended or debarred under the provisions of M.G.L. c.29, §29F, or any other applicable debarment provisions of the General Laws or any regulation promulgated thereunder.

17. No member, officer, director, employee or agent of the Authority shall be liable to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

18. Every provision required by law to be made part of this Contract is hereby incorporated herein by reference and made part of this Contract.

19. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in §999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c.2 151E, §2. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have the Authority shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interest of the Contractor, or which directly or indirectly owns at least 51% of the ownership interest of the Contractor. (Exec. Order 130).

20. In connection with the performance of this contract, the Contractor shall not discriminate against any employee, applicant for employment, subcontractor or supplier on the basis of race, color, religion, creed, national origin, ancestry, age, sex, or handicap.

21. This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

22. The Contractor's rights, duties and obligations under this Agreement may not be assigned or transferred without the express prior written approval of the Authority in its sole discretion, and any such assignment or transfer without such approval shall be void.

23. Notices required or permitted to be given by either party shall be sufficient if given in writing and delivered by hand in person or by registered or certified mail, return receipt requested, or express delivery service providing evidence of receipt, to the Authority addressed to Executive Director, MCCA, 415 Summer Street, Boston, MA 02210; and to the Contractor addressed to the person signing the Bid or Proposal Form at the address indicated therein or addressed to the Contractor at the address set forth in this Purchase Order, or to such other address as either party may specify to the other by notice given as provided herein. Notices shall be complete upon receipt or, if refused by the addressee, upon the first tender of the notice at the specified address.

24. No provision of this Contract may be waived or amended without the specific written approval of the Authority, signed by the Executive Director or his designee.