

Southeastern Regional Services
Group

Bids Due 10:00 AM, Thursday, May
18, 2023

Invitation for Bids for Office Supplies

for the period
July 1, 2023 – June 30,
2025

Michael Kelly, Procurement Officer

SERSG@sersg.org

www.sersg.org

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LEGAL NOTICE

The Southeastern Regional Services Group (SERSG) invites bids for office supplies for the Cities of Brockton and Taunton and the Towns of Abington, Bridgewater, Canton, Dighton East, Bridgewater, Easton, Foxborough, Hanson, Lakeville, Mansfield, Medfield, Middleborough, Milton, Norfolk, North Attleborough, Norton, Plainville, Raynham, Sharon, Somerset, Stoughton, Swansea, West Bridgewater, and Wrentham for a two-year period commencing July 1, 2021.

Bid packages may be obtained from Procurement Officer Michael Kelly at sersg@sersg.org on or after April 24, 2023 and will be emailed upon request.

Sealed bids will be received until 10:00AM Thursday May 18, 2023 by the Town of Sharon's Clerk office and received at Sharon Town Hall 90 South Main Street Sharon, MA 02067

Identical contracts between each municipality participating in this procurement and the vendor will be awarded to that responsible and responsive bidder who offers the highest percentage discount for office supplies off all non-excluded items in the Essendant, Inc. (formerly United Stationer's Supply) or S.P. Richards Catalog or electronic catalog-file.

INSTRUCTIONS TO BIDDERS

The Southeastern Regional Services Group (SERSG) invites bids for office supplies for the Cities of Brockton and Taunton and the Towns of Abington, Bridgewater, Canton, Dighton East, Bridgewater, Easton, Foxborough, Hanson, Lakeville, Mansfield, Medfield, Middleborough, Milton, Norfolk, North Attleborough, Norton, Plainville, Raynham, Sharon, Somerset, Stoughton, Swansea, West Bridgewater, and Wrentham for a two-year period commencing July 1, 2023.

All bidding shall be in strict accordance with the requirements of M.G.L. Chapter 30B. Work to be performed under this Contract shall comply with Executive Order 227 which sets forth the Commonwealth's non-discrimination and equal opportunity policy and the Commonwealth's civil rights laws and regulations.

Quantities and Deliveries

Each municipality participating in this cooperative IFB has multiple departments that will be placing orders for desk deliveries under the contract that will be awarded. These multiple delivery points are set out in Appendix F. This list is provided for informational purposes only and is not to be considered exhaustive or restrictive. The successful bidder will be expected to accommodate reasonable changes to departments (moves, consolidations etc.) when formally communicated by the municipalities.

Deliveries of items must be made within twenty-four hours of the receipt of the order.

Bidders must have the capability to:

- ❑ Handle multiple, simultaneous online, telephone or faxed orders;
- ❑ Fill orders within the time period specified;
- ❑ Provide municipalities accurate and timely invoices and usage reports detailing all orders, deliveries, returns, and credits under the contract – both by department and for the entire municipality;
- ❑ Provide SERSG accurate and timely quarterly usage reports for all participating member-municipalities.

The successful bidder may be required to demonstrate the capability of its computer system in order to establish bidder's ability to correctly handle orders, print invoices and the required reports.

Past Volume as Determined by Quarterly Usage Reports

The chart that follows provides the volume of sales broken down by municipality for one prior completed fiscal year. Such quantities are given solely for informational purposes. Cities and Towns will order office supplies as needed and future totals may vary widely from past contract usage.

Inquiries

Queries concerning the bid specifications should be directed in writing to Procurement Officer Moira Rouse at SERSG@sersg.org. Deadline for questions is Monday May 10, 2023 at 12 noon. After the deadline, you will have to use the existing information to develop your best bid.

Amendments to this procurement, should there be any, must be acknowledged on the Bid Quotation Sheet or the bid will be held to be non-responsive

Bids to be Held Open for Sixty (60) Days

Bids may be held by the Southeastern Regional Services Group for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the contract. Bidders may not withdraw their bids during this period.

Requirements of the Bid

A complete bid will consist of all the following completed and **originally signed** documents and certifications:

- ❑ A completed Bid Quotation Form (Appendix A).
- ❑ A completed Appendix B (references).
- ❑ A completed and signed Appendix C or D as appropriate.
- ❑ A Signed Appendix E (non-collusion certificate).
- ❑ Applicable Reference Catalog or electronic catalog-file to which the discount will be applied.
- ❑ Acknowledgement of any and all Addenda issued.

Bid Opening

Sealed bids with the bidder's name and the designation "SERSG Office Supply Bid FY 24 & 25" will be received no later than 10:00AM by the Sharon Town Clerks office clock on **Thursday May 18, 2023** at the Sharon Town Hall offices, 90 South Main Street Sharon, MA 02067. No telegraph or fax bids will be accepted. Bids will be opened and read aloud at the second floor conference room Sharon Town Hall 90 South Main Street Sharon, MA 02067

All interested parties may attend. Bids will be scanned and available at www.sersg.org as soon as practicable after the opening, along with the bid opening recording.

Bidders may modify or withdraw their bids if such amendment, modification or withdrawal is sent in a sealed enveloped that contains the bidder's name and is marked "Amendment, Modification or Withdrawal of SERSG Office Supply Bid for FY 24 & 25" and is received at the Sharon Town Hall Offices by 10:00AM on May 18, 2023. No late bids or late amendments, modifications or withdrawals will be considered.

Awarding Authority

The Awarding Authority will be the Mayor of a City and the Board of Selectmen of a Town that is participating in this procurement. The SERSG Board of Directors representing municipalities participating in this procurement will receive and evaluate bids to determine responsiveness of the bids, the responsibility of the bidder and the lowest price. The SERSG Directors will then recommend to the Awarding Authorities that a contract be awarded to the lowest responsible and responsive bidder. This procurement is governed by the provisions of Chapter 30B. The SERSG Directors reserve the right to waive any informality in a bid or reject any or all bids.

Bid Price is the Discount off the Reference Catalog (annual file may be either a printed or an electronic-file)

Bidders MUST use either the 2021 Essendant, Inc. Catalog (formerly United Stationer's Supply) or the 2021 S.P. Richards Catalog as the reference catalog against which their discount will be applied. The discount is applied to the published catalog price and will be fixed until the subsequent year's catalogs are distributed. No quarterly adjustments will be allowed. Except for the specific categories of items excluded from the discount as noted in Appendix A, all of the remaining items in the Catalog are subject to the discount.

Discount for Ink and Toner Cartridges

Ink and toner cartridges will be discounted at 25% less than the discount for other office supplies. For example, if the general discount bid is 75%, the discount for ink and toner cartridges would automatically be 50%.

Bidders that offer a cost plus or other bid which deviates from the required discount off the USS catalog, and the subsequent 25 percent lesser discount on ink and toner cartridges, will be declared non-responsive.

With respect to the items listed in Appendix A which are not subject to the discount, Bidder must supply those items that are requested by the municipality at the Catalog price (or such lesser price as municipality and Bidder may agree to at the time of such order). Municipalities are not obligated to procure non-discounted office supplies under the contract that is awarded, but may from time-to-time choose to do so at the prices determined as set out above.

Determination of the Lowest Bid Price

The bidder offering the highest discount off of the catalog prices will be recommended for contract award if they are deemed to have the capacity to fulfill all obligations of the contract.

Vendor Qualification

Each bidder shall demonstrate to the satisfaction of the SERSG Directors that it has the experience to perform any contract awarded and to produce invoices for office supplies delivered that correctly reflect the contract prices to be charged for each item. The bidder must also be able to demonstrate that it can fill orders from municipal departments within the time periods required by the contract. This can be shown by the successful past completion of at least six contracts with municipalities that involve multiple desk deliveries of office supplies to multiple destinations.

Execution of the Contract

Within ten days of receipt of notification of contract award, the successful bidder must sign and return individual contracts for each municipality participating in this procurement in the form contained in this Bid Package. Failure or refusal of the successful bidder to execute and deliver the contracts within ten days after notice of contract award and provide the required Certificate of Insurance will result in revocation of the award. The contract will then be awarded to the next lowest bidder or the IFB re-advertised as the SERSG Directors may elect.

CHART OF PAST USAGE

	SERSG OFFICE SUPPLIES CONTRACT				
	FY20 SPENDING BY QUARTER				
	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-Jun 2020	FY20 TOTAL
Abington	\$ 9,715.47	\$ 5,351.46	\$ 8,658.39	\$ 23,791.94	\$ 47,517.26
Bridgewater	\$ 7,112.45	\$ 4,590.39	\$ 5,353.30	\$ 3,423.81	\$ 20,479.95
Brockton	\$ 38,280.06	\$ 26,529.42	\$ 27,235.97	\$ 17,583.18	\$ 109,628.63
Canton	\$ 3,129.81	\$ 2,893.63	\$ 2,909.52	\$ 2,339.52	\$ 11,272.48
Dighton	\$ 1,272.94	\$ 1,561.37	\$ 1,115.75	\$ 377.35	\$ 4,327.41
Dighton Water District	\$ 13.78	\$ 51.02	\$ 36.92	\$ 2.50	\$ 104.22
East Bridgewater	\$ 6,657.56	\$ 4,765.95	\$ 5,458.08	\$ 5,088.74	\$ 21,970.33
Easton	\$ 28,001.60	\$ 7,621.00	\$ 5,177.13	\$ 25,256.16	\$ 66,055.90
Foxborough	\$ 22,673.39	\$ 10,122.74	\$ 12,475.55	\$ 4,854.98	\$ 50,126.67
Lakeville		\$ 2,370.03	\$ 2,704.94	\$ 2,333.84	\$ 7,408.81
Mansfield	\$ 36,331.04	\$ 13,986.84	\$ 21,348.93	\$ 11,185.73	\$ 82,852.54
Medfield	\$ 5,914.51	\$ 1,889.22	\$ 4,372.75	\$ 2,870.04	\$ 15,046.52
Middleborough	\$ 16,487.90	\$ 8,162.46	\$ 7,342.92	\$ 9,799.11	\$ 41,792.39
Milton			\$ 11,122.66	\$ 8,048.31	\$ 19,170.97
Norfolk	\$ 12,299.02	\$ 4,854.25	\$ 5,425.82	\$ 9,963.69	\$ 32,542.78
North Attleborough	\$ 5,341.83	\$ 4,524.04	\$ 3,280.18	\$ 9,485.62	\$ 22,631.67
Norton	\$ 7,684.75	\$ 6,529.73	\$ 5,535.37	\$ 2,530.22	\$ 22,280.07
Plainville	\$ 4,421.08	\$ 4,451.88	\$ 6,856.39	\$ 11,344.26	\$ 27,073.60
Raynham	\$ 3,684.88	\$ 3,800.75	\$ 3,973.40	\$ 2,136.24	\$ 13,595.27
SERSG	\$ 25.49	\$ 53.09	\$ 24.42	\$ 4.08	\$ 107.08
Sharon	\$ 29,587.23	\$ 12,983.10	\$ 10,047.20	\$ 6,518.44	\$ 59,135.97
Stoughton	\$ 16,951.26	\$ 6,874.05	\$ 16,220.63	\$ 11,986.37	\$ 52,032.31
Taunton	\$ 17,573.87	\$ 11,616.48	\$ 12,725.36	\$ 17,587.44	\$ 59,503.15
West Bridgewater	\$ 10,141.43	\$ 4,614.90	\$ 5,724.43	\$ 8,332.34	\$ 28,813.10
Wrentham	\$ 4,374.23	\$ 2,519.30	\$ 3,240.52	\$ 2,133.57	\$ 12,267.61
	\$ 287,675.58	\$ 152,717.10	\$ 188,366.55	\$ 198,977.48	\$ 827,736.71

DELIVERY POINTS IN EACH MUNICIPALITY

Each municipality participating in this cooperative IFB has multiple departments that will be placing orders for desk deliveries under the contract that will be awarded. This list is provided for informational purposes only and although comprehensive at the time of this invitation is not considered to be exhaustive. The successful bidder will be expected to accommodate reasonable changes to departmental delivery points (moves, consolidations, name changes etc.) when those changes are formally communicated by the municipalities to the designated contract manager.

Town of Abington

<u>Town Hall</u>	<u>500 Gliniewicz Way</u>
Assessor	
Board of Health	
Board of Selectmen / Town Manager	
Building Inspector	
Conservation Commission	
Council on Aging (mailbox)	
Planning Board / Town Planner	
Plumbing / Gas Inspector	
Town Clerk	
Town Accountant	
Treasurer / Collector	
Veterans Agent	
Wiring Inspector	
Zoning Board of Appeals	
<u>Abington High & Middle Schools</u>	<u>200 Gliniewicz Way</u>
Council on Aging (physical address)	441 Summer Street
Early Childhood Center	7 Ralph Hamlin Lane
Fire Dept.	1040 Bedford Street
Frolio Junior High School	1071 Washington Street
Highway and Park & Rec Dept.	225 Central Street
Joint Abington/Rockland Water Dept.	96 E. Water St., Rockland
Library	600 Gliniewicz Way
Police Dept.	215 Central St.
Sewer Dept.	350 Summer St.
Woodsdale School	Chestnut Street

Town of Bridgewater

<u>Memorial Bldg.</u>	<u>25 South Street</u>
<u>Academy Building</u>	66 Central Square
Accounting	
Assessors	
Board of Health	
Building Inspector	
Community Development	
Conservation Comm.	
Emergency Operations Center	
Information Systems	
Sewer	
Tax Collector	
Town Clerk	
Town Manager	
Treasurer	
Water	
Fire Dept.	22 School Street
Senior Center & Veterans services	10 Wally Krueger Way
Highway Dept.	151 High Street
Public Library	15 South Street
Police Department	220 Pleasant Street
Fire Department (Location #2) Substation	774 Plymouth Street
Recreation Department	90 Cottage Street
Old Scotland Links Golf Course	690 Pine Street

City of Brockton	
<u>City Hall – All departments</u>	<u>45 School Street</u>
Tax Collector	
Assessors	
Mayor’s Office	
Solicitors Office	
City Clerk	
Registrar of Voters/Elections Comm.	
Finance Office	
Auditors Office	
Personnel Department	
Treasurer’s Office	
Building Department	
Department of Public Works	
Planning Office	
Conservation Commission	
Engineering Department	
Planning Board	
Procurement Department	
Weights and Measures	
Traffic Commission	
License Commission	
Board of Health	60 Crescent Street
Council on Aging	10 Father Kenney Way
Brockton 21 st Century (B21), Building a Better Brockton (BBB)	60 School Street
Brockton Redevelopment Authority	60 School Street
Fire Department	560 West Street
Highway Department	301 Oak Hill Way
Brockton Public Library	304 Main Street
Library West Branch	540 Forest Avenue
East Branch	54 Kingman Street
Water Commission	39 Montauk Road
Water/Sewer Department	39 Montauk Road
Parks Department	44 Meadow Lane
Police Department	7 Commercial Street

(Brockton, continued)	
ITC	470 Forest Avenue
Melrose Cemetery	88 North Pearl Street
Parking Authority	60 School Street
Public Property	69 Plain Street
Animal Control	446 Court Street
Retirement Board	1322 Belmont St., Suite #101
Fire Alarm	42 Pleasant Street
School Administration	43 Crescent Street
School Department Warehouse	91 Foster Street
Adult Learning Center	211 Crescent Street
Ashfield School	225 Coe Road
Barrett Russell School	45 Oakdale Street
Brockton Champion School	175 Warren Avenue
Brockton High School	470 Forest Ave.
North Junior High School	108 Oak Street
South Junior High School	1-5 Keith Avenue Ext.
East Junior High School	464 Centre Street
West Junior High School	271 West Street
Angelo School	472 Main Street
Arnone School	135 Belmont Street
Baker School	45 Quincy Street
Brookfield School	135 Jon Drive
Davis School	380 Plain Street
Downey School	55 Electric Avenue
Edison Academy	470 Forest Avenue
George School	180 Colonel Bell Dr.
Gilmore School/Gilmore Academy	150 Clinton Street
Goddard School	20 Union Street
Hancock School	125 Pearl Street
Huntington School	1121 Warren Avenue
Kennedy School	900 Ash Street
Plouffe School	250 Crescent Street
Raymond School	125 Oak Street
Parent Information Center	60 Crescent Street
Veterans Affairs	156 W. Elm Street
BEMA (Emergency Mgt.)	156 W. Elm Street

Town of Canton	
<u>Town Hall</u>	<u>801 Washington Street</u>
Assessing	
Board of Selectmen	
Building Department	
DPW Administrative Offices	
DPW Engineering Offices	
DPW Water & Sewer	
DPW Cemetery	
Emergency Management	
Finance Department – Accounting	
Finance Department – Collections/Treasurer	
Finance Department – Director of Finance	
Finance Department – Management Info. Systems	
Human Resources	
Planning Board	
Planning Department	
Town Clerk	
Zoning Department	
<u>DPW Public Safety Facility/Town Garage</u>	<u>160 Bolivar Street</u>
Animal Control	
DPW – Highway Department	
<u>Elliot Building</u>	<u>1492 Washington Street</u>
Police Department - Administration	
Fire Department - Administration	99 Revere Street
Council on Aging	500 Pleasant Street
Library	786 Washington Street
<u>Pequitside Farm</u>	<u>79 Pleasant Street</u>
Buildings and Property Maintenance Dept.	
Board of Health	
Conservation Commission	
<u>William J. Armando Recreation Center/Williams Estate</u>	<u>92 Pleasant Street</u>
Recreation Department	
Veterans Dept	<u>660 Washington St.</u>
DPW Water Dept. Office	<u>50 Pine Street</u>

<u>Town of Dighton</u>	
Town Hall	979 Somerset Ave
Town Clerk	
Treasurer/Collector	
Assessors	
Selectmen	
Sewer Department	
Planning Board	
Town Accountant	
Town Administrator	
PrimeTime, Senior Center	1059 Somerset Avenue
Old Town Hall	1111 Somerset Avenue,
Building Department	
Zoning Board of Appeals	
Conservation Commission	
Board of Health	
Veterans Services Officer	
Police Station	1458 Somerset Avenue
Fire Station	300 Main Street
Dighton Public Library	395 Main Street
Highway Department	2011 County Street
Transfer Station	865 Tremont Street
Council on Aging	300 Lincoln Avenue
Dighton Water District	192 Williams Street

Town of East Bridgewater

<u>Town Office Building</u>	<u>175 Central St.</u>
Board of Assessor	
Board of Health	
Board of Selectmen	
Conservation Commission	
Planning/Building Dept	
Town Accountant	
Town Clerk Office	
Treasurer/Collector	
Veterans' Services	
Police Department	153 Central Street
Council on Aging/Elder Affairs	355 Plymouth Street
Fire Department	268 Bedford Street
Water Department	49 Dean Place
Highway Department	49 Dean Place
Public Library	32 Union Street

<u>Town of Easton</u>	
<u>Town Hall Departments</u>	<u>All at 136 Elm Street</u>
Town Clerk	
Select Board/Town Administrator	
Collector/Treasurer	
Assessor	
Planning and Zoning	
Conservation	
Town Accountant	
Board of Health	
Building Dept.	
Land Use & Permitting	
Zoning Board of Appeals	
Data Processing	
Dept of Public Works	130 Center Street
Water Dept.	417 Bay Road
Oliver Ames High School	100 Lothrop Street
Easton Junior High School	Columbus Avenue
Parkview Elementary	Spooner Street
Moreau Hall School	360 Washington Street
Center School	Depot Street
Richardson School	Lothrop Street
Olmsted School	Lothrop Street
Police Station	46 Lothrop Street
Fire Station	413 Bay Road
Ames Free Library	53 Main Street
Council on Aging	15 Barrows Street
Recreation	15 Barrows Street

Town of Foxborough

Administration	40 South Street
Collector/Treasurer	40 South Street
Finance	40 South Street
Assessors	40 South Street
GIS	70 Elm Street
Town Clerk	40 South Street
Election/Registration	40 South Street
Conservation Commission	40 South Street
Planning Board	40 South Street
Police Dept.	8 Chestnut Street
Fire Dept.	8 Chestnut Street
Inspection	40 South Street
Highway Department	70 Elm Street
Water/Sewer Dept.	70 Elm Street
Health Dept.	40 South Street
Council on Aging	75 Central Street
Veterans Agent	40 South Street
Boyden Library	10 Bird Street
Recreation Dept.	80 South Street
Historical Commission	40 South Street
Burrell Elementary School	16 Morse Street
Igo Elementary School	70 Carpenter Street
Taylor Elementary School	196 South Street
Ahern Middle School	111 Mechanic Street
Foxborough High School	120 South Street

Town of Hanson

Town Hall – all depts	542 Liberty Street
Highway	797 Indian Head Street
Fire	505 Liberty Street
Police	775 Main Street
Recreation Dept	542 Liberty Street
Water Dept	1073 W. Washington St

Town of Lakeville

Town Hall – all depts	3426 Bedford Street
Animal Control	8 Montgomery Street
Council On Aging	1 Dear Crossing
Dept of Public Works	6 Montgomery Street
Lakeville Public Library	4 Precinct Street
Police	323 Bedford Street
Transfer Station	100 Kenneth Welch Dr
Veteran’s Services	1 Dear Crossing

Town of Mansfield

<u>Town Hall</u>	<u>6 Park Row</u>
Accounting	
Assessors	
Board of Selectmen	
Building Inspector	
Conservation	
Department of Public Works (DPW)	
Engineering	
Health	
MIS	
Municipal Building Committee	
Parks and Recreation	
Planning	
Social Services	
Town Clerk	
Town Manager	
Treasurer	
Veterans Services	
Emergency Management	35 County Street
Library	255 Hope Street
Council on Aging	255 Hope Street
Mansfield Municipal Electric Light Plant	125 High Street
Wastewater Treatment Plant	Hill & Crane Streets, Norton
Fire Dept.	10 Plymouth Street
Fire Dept.(new)	500 East Street
Police Department	50 West Street
Police Department (new)	500 East Street
Water Treatment Facility	500B East Street
Highway Department	500C East Street

Town of Medfield

<u>Town Hall</u>	459 Main St.
Assessor's Office	
Building Department	
Conservation	
Health Department	
Information Technology	
Planning Department	
School Department	
Selectmen's Office	
Town Accountant's Office	
Town Administrator's Office	
Town Clerk's Office	
Treasurer/Collector	
Veterans Services	
Water Dept	
Zoning Board of Appeals	
Department of Public Works	55 North Meadows Road
Cemetery	
Highway Department	
Water Department	
Parks & Recreation Dept	124 North Street
Police Department	112 North Street
Fire Department	112 North Street
Public Library	468 Main Street
Council on Aging	1 Ice House Road

Town of Middleborough	
<u>Town Hall</u>	<u>10 Nickerson Avenue</u>
Selectmen's Office	
Town Manager's Office	
Assessor's Office	
Information Technology	
<u>Bank Building</u>	<u>20 Centre Street</u>
Town Clerk's Office	
Town Accountant's Office	
Building Department	
Health Department	
Conservation	
Planning Department	
Zoning Board of Appeals	
Treasurer/Collector	
Veterans Services	
Office of Economic and Comm.Devel.	
<u>Department of Public Works</u>	<u>48 Wareham St.</u>
Highway Department	
Water Department	
Wastewater Department	<u>Joe Ciaglo Way</u>
Park Department	26 Jackson Street
Police Department	350 Wood Street
Fire Department	125 North Main Street
Public Library	102 North Main Street
Council on Aging	558 Plymouth Street
Gas & Electric	32 South Main Street

Town of Milton	
<u>Town Hall</u>	525 Canton Ave
Assessor	
Board of Selectmen	
Building Dept	
Council on Aging	
DPW/Consolidated Facilities	
Health Dept	
Information Technology	
Planning Dept	
Retirement	
Town Accountant	
Town Clerk	
Treasurer/Collector	
Veterans Services	
Consolidated Facilities	629-A Randolph Ave
Dept of Public Works	629 Randolph Ave

<u>Town of Norfolk</u>	
<u>Town Hall</u>	<u>One Liberty Lane</u>
Select Board/Town Admin.	
Information Technology Coordinator	
Finance Director	
Treasurer/Collector	
Board of Assessors	
Board of Health	
Norfolk Continued	
Conservation Commission	
Zoning Board of Appeals	
Planning Board	
Building Department	
Recreation Commission	
Town Clerk	
Advisory Board	
Community Preservation Committee	
Fire Department	117 Main Street
Police Department	14 Sharon Avenue
Library	139 Main St.
Animal Control	117 Main Street
Department of Public Works	33 Medway Branch
Council on Aging, Senior Center	28 Medway Branch
H. Olive Day School	232 Main Street
Freeman/Kennedy School	70 Boardman Street

Town of North Attleborough	
<u>Town Hall</u>	43 South Washington Street
Town Manager	
Town Council	
Building Department	
Wiring, Gas, Electrical, Plumbing Inspector	
Board of Health	
Town Accountant	
Treasurer/Collector	
Assessor's	
Town Clerk	
Elections	
Planning Board/Town Planner	
Veteran's Agent	
IT Department	
Conservation Commission	
Zoning Board of Appeals	
Finance Committee	
Solid Waste Department	
Historical Commission	
Department of Public Works	49 Whiting Street
Fire Department	50 Elm Street
Police Department	102 South Washington Street
Parks & Recreation Department	446 Elm Street
Human Resources Department	6 Morse Street
School Superintendent's Office	6 Morse Street
Richards Memorial Library	118 North Washington Street
Council on Aging	204 Elm Street
Retirement Department	500 East Washington Street

Town of Norton

<u>Town Office Building</u>	<u>70 East Main St.</u>
Accounting	
Assessors	
Board of Health	
Conservation	
Emergency Management	
Finance Committee	
Fire Department	
Inspection	
Planning	
Recreation	
Treasurer/Tax	
Town Clerk	
Town Manager's Office	
Selectmen's Office	
Veteran's Agent	
Zoning	
Norton High School	66 West Main St.
Solomonese Elementary School	315 West Main Street
Nourse Elementary School	38 Plain Street
Norton Middle School	215 West Main Street
Yelle Elementary School	64 West Main Street
<u>Norton Animal Shelter</u>	<u>84 Hill Street</u>
Police Station	82 East Main Street
Police Department	
Communications	
Senior Center	55 West Main Street
Highway	70 Rear East Main Street
Water/Sewer	166 John Scott Boulevard

Town of Plainville	
<u>Town Hall</u>	<u>190 South St.</u>
Selectmen	
Building Maintenance	
Data Processing	
Assessors	
Treasurer	
Tax Collector	
Historic Commission	
Town Accountant	
Building Inspector	
Board of Health	
Town Clerk	
Board of Registrars	
Planning	
Conservation	
Zoning Board of Appeals	
Park Department	142 Rear South Street
<u>Police & Fire Station</u>	<u>194 South Street</u>
Police	
Fire	
Dispatch	
Water & Sewer Dept.	172 East Bacon St.
Jackson School	68 Messenger Street
Wood School	72 Messenger Street
Plainville Public Library	198 South Street
Plainville Highway Dept.	27 West Bacon Street
Senior Center	9 School Street

Town of Raynham

<u>Town Hall</u>	<u>558 South Main Street</u>
Selectmen	
Conservation Comm.	
Board of Health	
Accounting	
Assessors	
Veterans Services	
Town Clerk	
Treasurer/Collector	
Planning Board	
Town Planner	
Zoning Board of Appeals	
IT Department	
Building Inspector	
Sealer of Weights & Measures	
Animal Control	
Highway Dept.	1555 King Philip Street
Sewer Dept	416 Titicut Road
Police Dept.	43 Orchard Street
Fire Dept.	37 Orchard Street
Park & Recreation Dept.	2254 King Philip Street
Council on Aging	2215 King Philip Street
<u>Gilmore Hall</u>	<u>964 Broadway</u>
Cemetery Department	<u>558 South Main Street</u>
Historical Committee	<u>558 South Main Street</u>
Tree Warden	<u>558 South Main Street</u>

Town of Sharon	
Town Office Building	90 South Main Street
Select Board/Town Administrator	
Town Clerk	
Treasurer/Collector	
Assessors	
Board of Health	
Accounting	
Information Technology	
Veterans	
Department of Public Works	217R South Main Street
Cottage Street School	30 Cottage Street
East Elementary School	45 Wilshire Drive
Heights Elementary School	454 South Main Street
Sharon Middle School	75 Mountain Street
Sharon High School	181 Pond Street
Police	213 South Main Street
Fire	211 South Main Street
Library	11 North Main Street
Community Center	219 Massapoag Avenue
Recreation	
Council on Aging/Adult Center	
Conservation	
Animal Control	
Standing Building Committee	

Town of Stoughton

<u>Town Office Building</u>	<u>10 Pearl Street.</u>
Town Manager	
Town Accountant	
Building/Zoning	
Engineering	
Public Health	
Veteran's	
Recreation	
Town Clerk	
Treasurer/Collector	
Assessors	
Youth Commission	110 Rockland Street
Council on Aging	110 Rockland Street
Library	84 Park Street
Senior High School	232 Pearl Street
O'Donnell Middle School	211 Cushing Street
Jones Elementary School	137 Walnut Street
Hansen Elementary School	1800 Central Street
Dawe Elementary School	131 Pine Street
South Elementary School	171 Ash Street
West Elementary School	1322 Central Street
Gibbons Elementary School	235 Morton Street
Superintendent of Schools	232 Pearl Street
Fire Department	1550 Central Street
DPW	950 Central Street
Cedar Hill Golf Course	137 Park Street
Police Department	26 Rose Street

Town of Swansea

Town Hall <i>All departments</i>	81 Main Street
Town Hall Annex <i>All departments</i>	68 Stevens Road
Highway	101 Gardners Neck Road
Fire	50 New Gardners Neck Road
Library	69 Main Street
Police & Harbormaster	1700 G.A.R. Highway
Recreation Department & Council on Aging	260 Ocean Grove Avenue
Veteran Agent	68 Stevens Road

City of Taunton	
City Hall	15 Summer Street
Assessor	
Auditor	
Automation	
Clerk of Committees	
City Clerk	
Human Resources/Labor Relations	
Law Department	
License Commissioner	
Mayor's Office	
MOCD	
Registrar of Voters	
Risk Management	
Treasurer/Collector's Office	
Veterans	
City Hall Annex	141 Oak Street
Building Department	
Board of Health	
Planning & Conservation	
Public Works	90 Ingell Street
Department of Public Works	
Emergency Management	
Engineer	
Streets & Drains	
Water Department	
Airport	Westcoat Drive, SRE Bldg, E. Taunton 02718
Animal Control	821 West Water Street
Fire Department	50 School Street
Human Services	30 Olney Street
Industrial Development Commission	12 Taunton Green, Suite 201
Library	12 Pleasant Street
Parks, Cemeteries & Public Grounds	170 Harris Street
Police Department	23 Summer Street
Retirement Board	40 Dean Street, Unit # 3
School Department	510 Norton Avenue, Taunton
Water Treatment Plant	91 Precinct Street, Lakeville 02346

Town of West Bridgewater	
Town Hall –all departments	65 North Main Street
<u>First Floor</u> - Town Clerk	
Treasurer – Collector	
Board of Assessors	
Board of Health	
Veterans’ Agent	
Town Hall	
Sealer of Weights and Measures	
Planning Board	
Zoning Board of appeals	
Open Space Committee	
Cable TV Committee	
ADA Compliance Committee	
<u>Second Floor</u> - Board of Selectmen	
Administrator	
Moderator	
Town Accountant	
Finance Committee	
Inspector of Buildings	
Gas & Plumbing Inspector	
Electrical Inspector	
Conservation Commission	
Historical Commission	
Open Space Commission	
Municipal Building Needs Committee	
Wastewater Treatment Facilities	
Rent Control Board	
Public Works	63 North Main Street
Highway Department	
Forestry / Tree Warden Department	
Vehicle Maintenance Department	
Public Safety	99 West Center Street
Police Department	
Animal Control Department	
Fire Department	
Council on Aging	97 West Center Street
Library	80 Howard Street
Water Department	29 Cyr Street

Town of Wrentham

<u>Town Hall Departments</u>	<u>79 South Street</u>
Board of Assessors	
Board of Health	
Board of Selectmen	
Conservation Commission	
Finance Director	
Information Technology	
Public Health Nurses	
Town Accountant	
Town Administrator	
Town Clerk	
Town Planner	
Zoning Board of Appeals	
Recreation	54 Emerald Street
Fiske Public Library	110 Randall Road
Building Department	350 Taunton Street
Conservation Commission	350 Taunton Street
Department of Public Works	360 Taunton Street
Senior Center	400 Taunton Street
Police Department	89/99 South Street
Fire Department	89/99 South Street

APPENDIX A: BID QUOTATION FORM

Bidder _____ offers a discount of _____ percent off of all supplies
 (Name of Company) (numerical amount)

contained in the print or electronic-file Catalog from (check one):

2021 Essendant, Inc. (formerly United Stationer's Supply) _____

Or 2021 S.P. Richards _____

with the exception of ink and toner cartridges and typewriter ribbons to be discounted at 25% less

_____ for the two-year period commencing July 1, 2023,
 (general discount minus 25%)

The discounted prices shall include delivery to the destination points specified in Appendix F as well as any departments or locations formally added by the municipalities during the contract period. There is no minimum order required under this Invitation for Bids and delivery must be completed within 24 hours of the order. Qualification of the discount will result in the bid being declared non-responsive.

The following categories of supplies are EXCLUDED from the discount and are described in the 2021 Essendant, Inc. Catalog or 2021 SP Richards Catalog. The same categories of exclusion will apply to the 2024 and 2025 Catalogs.

- A. Office Furniture (bulletin boards and easels smaller than 6 feet in area are not excluded, small hooks that are not considered permanently installed are not excluded)
- B. Art and Drafting Supplies (glue, glue stick, glue pens, tape, and scissors are not excluded)
- C. Audio Visual Equipment
- D. Computer Hardware (storage disks, disk holders, flash drives, mousepads, wrist pads, copyholders, cleaning supplies are not considered to be hardware are are not excluded)
- E. Dictation Equipment
- F. Leather Cases, Organizers and Pad Holders as are constructed primarily of natural leather. (No other cases, organizers, or pad holders are excluded)
- G. Plug-In Electrical Machines consisting of machines, lighting fixtures or lamps wherever depicted in the Catalog which either plug directly into a 110 volt AC power source or utilize at all times power derived from a transformer included as part of the listed item and which is plugged into a 110 volt AC power source. (Although Electrical equipment is excluded, supplies for such equipment are not excluded e.g. laminating supplies, money counting supplies, label-maker supplies, shredder supplies)
- H. Customized Products

ALL CATALOG ITEMS NOT SPECIFICALLY EXCLUDED HEREIN ARE SUBJECT TO THE DISCOUNT. New items added to subsequent versions of the Catalog that are not specifically excluded herein are also subject to the contracted discount.

Acknowledgement of Amendments (if any) _____

 Signature of Authorized Agent

 Name of Company

APPENDIX B: MUNICIPAL REFERENCES

Six municipal references must be supplied for verification of bidder's past performance. References must include name and address of municipality, name and telephone number of key contact person.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

APPENDIX C: AFFADAVIT FOR NON-COPORATE BIDDER

I, _____, _____,
Name Title

of _____
Name of Company

certify under the penalties of perjury that:

1. I duly represent the bidder and have full authority to execute any and all documents for and in behalf of the bidder relative to its operation, and
2. Bidder has complied with all the laws of the Commonwealth of Massachusetts relating to the filing of all State tax returns and payments of all State taxes required under said laws.
3. If an out-of-state company, a resident agent in the Commonwealth of Massachusetts must be appointed for service of process. The name and address of the company's resident agent is: _____

Witness my hand and seal this _____ day of _____, 2023.

Signature of Authorized Agent

Printed name and title

Date

Name of Bidder

Address of Bidder

Telephone number

APPENDIX D: AFFIDAVIT OF CLERK OF CORPORATE BIDDER

I, _____, certify as follows:

1. I am the Clerk of _____
Print exact name of Corporation
which is duly organized and incorporated under the laws of Massachusetts (or the State of _____ and is duly registered under M.G.L. Chapter 156D section 15.03 to do business in the Commonwealth of Massachusetts) and that the names, residential addresses and titles of the officers of the above-named corporation are as follows:

_____	_____
President	Vice President
_____	_____
Address	Address
_____	_____
Treasurer	Resident Agent (if a foreign corp.)
_____	_____

2. That the above-named corporation was incorporated on _____.
3. The federal tax I.D. number of said corporation is _____.
4. That the above-named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts (or the State of _____) and to my best knowledge and belief, has filed all state tax returns and paid all state taxes required by law. (M.G.L. Chapter 62 Section 49A)
5. _____ is authorized to sign contracts/agreements on behalf of _____ pursuant to a vote of the Board of Directors/
Print Exact Name of Corp.
Officers on _____.
Date

Signed under the pains and penalties of perjury this _____ day of _____, 2023.

Signature of Clerk

APPENDIX E: CERTIFICATION OF BID

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

Name of Corporation

Signature of Authorized Agent

Date

Form of CONTRACT

Provided as SAMPLE of what the winning bidder's contract will include. NOT for submission with bid

THIS AGREEMENT made this _____ day of _____ in the year 20 _____ by and between _____ (hereinafter called the Contractor) and the City or Town of _____ represented by the Board of Selectmen (hereinafter called the Town) or the Mayor (hereinafter called the City).

The Contractor has bid successfully to provide office supplies described in the reference Catalog or electronic catalog-file as may be ordered on an as-needed basis for a twenty-four month period commencing July 1, 2023 and ending June 30, 2025 (“Contract Period”). Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor including the reference Catalog or electronic catalog-file. Capitalized terms not defined herein shall have the meaning ascribed to them in the Invitation for Bid.

1. Scope of Contract

The Contractor agrees to furnish and deliver office supplies to the City or Town at the delivery points listed in the Invitation for Bids as well as any formally added by the municipalities during the contract period in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids. Contractor also agrees to accept and pick-up all returned items and credit the account promptly with the appropriate refund. Contractor agrees that there will be no delivery charge and no taxes added to the discounted prices. Contractor agrees that there is no minimum order under this Contract.

2. Contractor's Responsibilities for Receiving Orders

a. One employee of the Contractor shall be designated the customer service representative for the purpose of establishing customer account numbers. The City or Town may set up as many customer service accounts as it desires. The customer service rep shall deliver a **printed** or an **electronic** copy of the 2021 Essendant, Inc. Catalog (formerly United Stationer’s Supply) or the 2021 S.P. Richards Catalog to each ordering department. The 2022 catalog will be promptly substituted for the 2021 catalog and the 2023 catalog promptly substituted for the 2022 catalog as the new ones are produced. Copies of the new catalogs must likewise be made available upon request to each ordering department with a customer service account with the Contractor.

b. The Contractor shall submit invoices for supplies delivered that correctly show the item ordered, the date, and quantity delivered. It shall also correctly reflect returns and credits. The invoice shall also designate the name of the ordering department and **FOR EACH ITEM ORDERED SHOW THE CATALOG LIST PRICE, THE DISCOUNT TAKEN, THE NET PRICE, THE QUANTITY ORDERED AND THE EXTENSION. INCORRECT INVOICES WILL NOT BE PAID.** If the contract discount is not taken off of the Catalog list price for an item, the fact that the item is a non-discounted item must be noted on the invoice. If this item receives a discount other than the one specified by the Contractor on Appendix A, the amount of this discount must be noted next to the

item ordered.

c. The Contractor shall establish a telephone number in the local calling area of the City or Town, or a toll-free number, to facilitate free telephone calls for the placing of verbal orders or for customer service. A FAX number shall also be established to permit placing written orders.

d. The Contractor shall provide, in a timely manner, the City or Town with quarterly usage reports with a written inventory of items and quantities which the City or Town has ordered to date under this Contract. These reports shall show purchases by department listing the stock number and description of the item ordered, the list- catalog price, discount taken, net price, quantity and extension as well as a designation of whether the item is recycled. If quarterly reports are not provided in a timely manner do not fit the required format, awarding authorities reserve the right to terminate the contract.

3. Authorized Personnel

The City or Town will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

4. Risk of Loss.

The Contractor shall bear the risk of loss for the office supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

5. Product Delivery

Office supplies shall be delivered by the Contractor within twenty-four hours of the receipt of the order. Contractor shall notify the City or Town at the time that the order is placed if it is not possible to comply with this delivery schedule. The City or Town reserves the right to obtain any item it has ordered from an alternate source if the Contractor does not meet this delivery schedule. All materials must be off-loaded at the delivery site by the Contractor.

6. Payments

Payments shall be made at the end of each month for the deliveries made during the preceding month. Individual invoices shall be submitted to the City or Town no later than the fifth of each month. Payment will be made on a unit price basis for all office supplies delivered during the previous month. Invoices must list the unit price WITH THE DISCOUNT TAKEN (the net price) in order for payment to be made.

7. Substitute list-price Reference Catalogs, either in print or electronic-file form:

The Contractor will be permitted during the Contract Period to substitute the 2022 version of the Catalog for the 2021 reference Catalog and the 2023 version for the 2022 Catalog for the purpose of establishing new Catalog prices. New Catalogs must be

provided by the Contractor to all departments who are authorized to purchase under this Contract. **No other price increases are allowed under this contract.** If contractor does not provide catalogs in a timely manner, awarding authorities reserve the right to terminate the contract.

8. Warranty

The Contractor warrants that all goods, equipment and/or supplies provided will be free of any defects in workmanship or materials and will conform to the specifications identified in the Invitation for Bids and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town.

9. Termination for Convenience

The City or Town may terminate the Contract in whole or in part when the City or Town determines such termination to be in the best interests of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this paragraph shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The City or Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment or supplies

similar to those ordered. In such case, the Contractor will be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

11. Force Majeure.

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to, Acts of God or the public enemy, fires, flooding, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this paragraph. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; Massachusetts General Laws Chapter 151B Section 4 (and all relevant subsections); and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

13. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

14. Tax Exemptions

No taxes are to be included in any price. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sale and use taxes. To the extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied. SERSG Service Corp. is not exempt from sales tax and shall be billed accordingly.

15. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its

subcontractors in the performance of the Contract provided that:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor.
- (c) In such event the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this paragraph shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor. No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

16. Examination/Audit of Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due there under for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

17. Contract Manager/Contract Officer

The Contractor designates _____ to act as Contract Manager. He or she or any successor to this role designated in writing will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates _____ to act as Contract Officer. He or she shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

18. Notices

Any notice required by the Contract to be given to a party shall be in writing addressed as follows:

To the Contractor

To the City or Town

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested, shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

19. Employee Insurance

The Contractor agrees during the Contract Period to maintain at the Contractor's expense all insurance required by law for its employees including disability, workers compensation and unemployment compensation.

20. Amendments

No Amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

21. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law in a court of competent jurisdiction within the Commonwealth of Massachusetts. –

22. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligation under that provision. The remainder of the Contract shall continue in force.

23. Conflicting Terms and Conditions

In the event a Contractor's pre-printed forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

24. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

For the Contractor:

Date

By: _____
Signature and Title of Authorized Agent

For the Town:

Date

By _____
Signature and Title of Authorized Agent