

**City Of Cambridge
Articles Of Agreement**

Commodity: Recycled Paper for all City and School Departments
File Number: 00004278
State Contract: Metropolitan Area Planning Council

This agreement is made and entered into this **06/24/2008**, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and **W.B. Mason Co.**, a corporation duly organized and existing under the laws of the **State of Massachusetts** ("The Contractor").

Address: Attn: Ross Becker, 59 Centre St., Brockton MA 02303
Telephone: 888-926-2766 Fax: 800-738-3272

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the Metropolitan Area Planning Council paper bid."

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on **07/01/2008** and ending on **12/31/2008**.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **05/20/2008** (bid opening date).

Contract Value: \$50,000.00

8 1/2 x 11 sub 20 white (Recycled) \$2.79 per RM or \$27.90 case

8 1/2 x 11 sub 20 colors (Recycled) \$3.19 per RM or \$31.90 per case

8 1/2 x 14 sub 20 white (Recycled) \$3.85 per RM or \$38.50 per case

Article IV. Payment. The City agrees to pay to the Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the MAPC bid documents,

the MAPC bid documents shall supersede these Articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. The Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor: W.B. Mason Co.

Donald A. Drisdell
City Solicitor

Signature and Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent