

Town Manager  
 Needham Town Hall  
 1471 Highland Avenue  
 Needham, Massachusetts 02492  
 Telephone 781-455-7500

**Acknowledgement of Receipt**

Release Date	<b>Thursday, June 23, 2022</b>
Bid Title	<b>Bill Printing and Mailing Services</b>
Bid Number	<b>23GEN016G</b>
Number of Documents	The Bid Package consists of one (1) PDF document.
Informational Session	<b>None</b>
Questions Due	<b>12:00 p.m., Wednesday, July 13, 2022</b>
Proposals Due	<b>11:00 a.m. Thursday, July 21, 2022</b> to Kate Fitzpatrick, Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above and your intention is to submit a bid. It is recommended that interested bidders complete this acknowledgment and return via email to <a href="mailto:pcentral@needhamma.gov">pcentral@needhamma.gov</a> . Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid and whose written questions will be addressed. By completing and returning this acknowledgment will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive.	
Name of Company or Individual <b>(Print/Type)</b>	
Name / Title of Contact <b>(Print/Type)</b>	
Address (line 1) <b>(Print/Type)</b>	
Address (line 2) <b>(Print/Type)</b>	
City, State and Zip Code <b>(Print/Type)</b>	
Telephone Number	
E-mail Address <b>(Print/Type)</b>	
Signature	
Date	
* <b>Addenda will be posted to the website.</b> Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

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(Advertised in the Hometown Weekly issue of Thursday, June 23, 2022)  
(Advertised in Goods and Services Monday, June 27, 2022)  
(Advertised in COMMBUYS Monday, June 27, 2022)

**Town of Needham**  
**Request for Proposals**  
Bill Printing and Mailing Services  
**23GEN016G**

The Town of Needham is accepting sealed proposals to provide Bill Printing and Mailing Services . Copies of the Request for Proposals (RFP) package will be available beginning Thursday, June 23, 2022 online at the Town's web site [www.needhamma.gov/bids.aspx](http://www.needhamma.gov/bids.aspx) or by calling the Town Manager's Office 781-455-7500 between the hours of 9:00 a.m. – 4:00 p.m. Monday - Friday, and will be available until submission deadline. Please refer to the RFP for additional information. Sealed proposals must be **submitted no later than 11:00 a.m. Thursday, July 21, 2022** to Kate Fitzpatrick, Town Manager, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. **LATE BIDS WILL NOT BE CONSIDERED.** The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick  
Town Manager  
June 23, 2022

## ABOUT NEEDHAM

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has an estimated population of 31,000 and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five member Select Board. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an “AAA” credit rating from Standard and Poor’s.

The Town provides a full range of governmental services including police and fire protection; emergency medical services; collection, disposal, and recycling of solid waste; sewers; streets; water services; health and human services; town library; and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 – 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$200 million.

## DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to provide **Bill Printing and Mailing Services** for the Town, comparative judgments of non-price technical factors will be necessary, for which the Town may be willing to pay more. The Town believes that the choice of a company must possess experience not only in providing these types of services for municipalities but must also have a demonstrated ability to successfully complete the work required under this RFP. The contract will be awarded in accordance with Massachusetts General Laws (MGL) Chapter 30B using the request for proposals procedure. The contract will be awarded in accordance with M.G.L. c.30B using the request for proposals procedure.

Bill Printing and Mailing Services  
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<b>Procurement in Brief</b>	
Primary Procurement Contact	David Davison, Assistant Town Manager/Director of Finance email: <a href="mailto:Pcentral@needhamma.gov">Pcentral@needhamma.gov</a>
Event	Details
Bid Title	<b>Bill Printing and Mailing Services</b>
Contract Number	<b>23GEN016G</b>
Request for Proposal Available	Information and details of bidding requirements may be obtained at Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492, or on-line at the Town's website <a href="http://www.needhamma.gov/bids.aspx">http://www.needhamma.gov/bids.aspx</a>
Informational Session	None
Written Questions*	<p>Deadline: <b>Wednesday, July 13, 2022 at 12:00 p.m.</b></p> <p>By Delivery: Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492</p> <p>By Email: <a href="mailto:Pcentral@needhamma.gov">Pcentral@needhamma.gov</a></p> <p>Questions are to be clearly labeled as: <b>Bill Printing and Mailing Services 23GEN016G - Questions</b></p>
Exceptions	The bidder must disclose in detail any exceptions to the specimen contract and such exceptions must be specific. The bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the Town to correct, prior to the opening of the bids, any technical or contractual requirement, provision, ambiguity, or conflict in the bid package. Exceptions must be <u>submitted by the deadline</u> for written questions stated above. Unless timely submitted as an exception, any such ambiguity, conflict or problem shall be resolved in favor of the Town of Needham.
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the bid package and have provided an email address to the Town to notify the bidder. Each bidder is responsible for checking the Town's website to determine if the Town issued any addenda.
When and Where Bids are Due*	<p><b>Thursday, July 21, 2022 at 11:00 a.m.</b></p> <p>Office of the Town Manager Town Hall 1471 Highland Avenue Needham, Massachusetts 02492</p> <p><b>LATE SUBMISSIONS WILL NOT BE CONSIDERED (Per State Law)</b></p>
Number of Required Copies	One (1) original signed paper copy of the Technical and One (1) original signed paper copy of the Price Proposal each in a separately sealed envelope. The Technical Proposal must also be provided electronically on a thumb drive.
Bid Opening	Bids will NOT be publicly opened. A list of submitters will be made available after the submission deadline.
Evaluation of Bids	Evaluation Committee members will independently review the technical proposals.
Proposal Presentation	To Be Determined (TBD ) Bidders deemed qualified based on the evaluation of the written technical proposals WILL be required to make a presentation before the Evaluation Committee.
Bid Surety (bond) Requirements	A Bid bond is NOT required
Contract Length	<b>The anticipated contract term is three years.</b> The Town reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

<b>Procurement in Brief</b>	
Primary Procurement Contact	David Davison, Assistant Town Manager/Director of Finance email: <a href="mailto:Pcentral@needhamma.gov">Pcentral@needhamma.gov</a>
Event	Details
Contract Award**	The target date for award is <b>August 1, 2022</b>  Approval of Town Manager and Town Counsel are REQUIRED
Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to contract terms
Honesty Bond	Will NOT be Required
Payment Terms	The Town is open to a payment structure under the contract awarded from this RFP that will be based on milestones tied to outcomes. However, the Town will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the Town's best interest.
<p>* Written inquiries must be sent prior to the above date and time deadlines. The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the Acknowledgement of Receipt form. The time/date stamp machine located in the Town Manager's Office will govern the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery.</p> <p>** The Bidder agrees that the offer is effective for (a) at <b>least 90 calendar days</b> from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	



**PART 1  
GENERAL INFORMATION**

**1.01 Quantities**

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the **Bid Form** or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The bidder shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

**1.02 Questions Regarding the Bid**

The bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The bidder shall be familiar with all the bid material requirements and documents before submitting the bid to avoid any misunderstanding. Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents, specifications, services, worksite, or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the **Acknowledgement of Receipt** form.

Inquiries concerning any part of this bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the bid documents will result in an issuance of an addendum to the bid documents. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery.

**1.03 Information about Changes to the Bid**

In the event that changes/additions are made to this bid, an addendum will be issued. Addenda will be emailed if an email address was provided. **Addenda will also be posted to the Town's website where the bid package was made available**. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

**1.04 Bonds, Insurance, and Indemnification**

Bonds

Bidders should refer to the **Procurement in Brief** for any bond (Bid (surety) Bond, Honesty Bond, Payment Bond, and/or Performance Bond) requirements.

Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope, or amount of any such policy or policies. Compliance by the bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

Indemnification

The bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, consultant, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the contract and/or failure to comply with terms and conditions of the contract, but only in respect to such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing

provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the bidder under the contract.

### **1.05 Execution of the Contract**

The awarded bidder agrees and will execute the approved contract electronically. The Town will forward the contract to be executed via DocuSign.

### **1.06 Payment and Discount Terms, Adjustments for Incomplete Work**

#### Payment Terms

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, supplies, and services. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices should include the Town's purchase order number. The Purchase Order number may change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping, and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

#### Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable. The vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the vendor.

The vendor shall take all proper precautions to protect the Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the vendor, the vendor will be required to make repairs and/or restitution immediately at its expense.

Refer to the **Procurement in Brief** for other payment term considerations.

### **1.07 Bid Modifications or Withdrawals**

Bids may be corrected, modified, or withdrawn prior to the submission deadline. Requests to do so must be received in writing by the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

### **1.08 Premature Opening of a Bid**

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, not signed, or are otherwise contrary to these instructions.

### **1.09 Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until **11:00 a.m.** on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

### **1.10 Late Submissions**

Late bids will not be considered. The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems.

### 1.11 Rejection of Bids

The bid must satisfy all the submission requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package.
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to submit its bid to the required address on or before the specified submission deadline.
- Misrepresents its service or provides demonstrably false information in its bid or fails to provide material information.

### 1.12 Taxes

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

### 1.13 Public Records

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by the bidder in response to this Bid. Thus, bidders who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the bidder in response to this Bid will be open for inspection by any person and in accordance with M.G.L. c.66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

### 1.14 Conflict of Interest

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of M.G.L. c.268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be complying at all times with the obligations of the contractor based on said statute.

### 1.15 Tie Bids

In the event that there is a tie bid between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a tie bid with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

### 1.16 Contract Award

**The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

A contract is anticipated to be executed by the date indicated under **Procurement Schedule** for this bid. However, the Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected bidder is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder **does not** provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a contract is executed by the Town and the bidder.

Changes to the terms of the Town's contract may be requested by the bidder in writing and submitted with the bid and if, in the opinion of the Town, the requested inclusion(s) and/or deletion(s) does not materially affect the bid, they may be allowed at the sole discretion of the Town. Bidders shall NOT be allowed to request any changes to the contract terms once award of contract has been announced.

The Town herein declares its express purpose not to award the contract to any bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further, the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to **90 calendar days** following the opening of the bids in which to evaluate and award the contract.

#### **1.17 Other Notices**

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. c.151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful bidder may receive or award as a result of this contract.

Any services provided by the bidder shall be rendered through a professional services contract. The bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The bidder shall comply with M.G.L. c.66A if the bidder becomes a "holder" of "personal data". The bidder shall also protect the physical security and restrict any access to personal or other Town data in the bidder's possession or used by the bidder in the performance of the contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment, or systems.

#### **1.18 Clarification of Terminology**

All references in this Bid to features, functions, services, or deliverables that "should", "must", "will", "has ability to", etc. be provided by the bidder are to be construed as mandatory. Similarly, all references in this Bid to information that "should", "must", "will", "has ability to", etc. be provided in the bidder's proposal are to be construed as mandatory.

Bidders may be referred to alternatively as "bidders", "offerors", "respondents", "successful offerors", "successful bidders", "vendors", etc. All such references (except for those explicitly defined otherwise) are to the primary contractor who submits a response to this bid and, if successful, who will be responsible for the successful completion of all required deliverables.

References to days are to workdays unless otherwise explicitly stated.

Reference to time as stated in this bid is based on local Eastern Standard Time.

*End of Section*

**PART 2**  
**SCOPE OF SERVICES**

**2.01 – OVERVIEW**

The Town is seeking proposals for bill printing and mailing services for personal and real estate property tax bills (tax), and sewer and water bills (utility). The successful bidder will be responsible for creating the bills from either an IBM V7R1 created spool file, or a text file created using the IBM command CPYSPLF (Copy Spool File), and to fold, insert the folded bill, reply envelope, and other required documents, apply postage (discounted), and deliver them to the US Post Office for on-time delivery to residents and taxpayers. Please note the Town will transition to a new billing and collections system that is cloud base. The transition period may be over a 12-to-18-month period. The select bidder must be able to transition without added charge.

The Town issues tax bills on a set quarterly schedule with bills mailed approximately five to six weeks before each due date. Tax bills are due August 1, November 1, February 1, and May 1. The Town issues the tax bill every quarter and does not “double up” tax bill mailings (i.e., issuing the 1st and 2nd quarter real estate tax coupons together). Residential utility bills are issued quarterly with approximately 1/3 of the quarterly bills issued each month; commercial bills are issued monthly. The Town issues approximately 87,000 bills annually. Wording on the tax bills changes twice a year and from time to time with the utility bills. The Town also issues once a year a demand bill for real estate and personal property taxes which have different wording and layouts. The demand bill form color is red.

The Bidder must have and be able to demonstrate the capability to accept from the Town, in an electronic form, all data and other information necessary to produce the bills. Bidder must provide an acceptable method for secure data transmission and have a contingency plan in place should the Bidder’s facility go offline or is otherwise unable to provide printing and mailing services as described in this RFP. The successful bidder is expected to store all forms and envelopes at their facility. A scan line must be provided on each bill which is acceptable to the Town and its Lockbox service provider (currently Eastern Bank). The successful Bidder must provide a method to pull bills prior to mailing, if needed, based on the sequence that is provided by the Town.

Bidders should include samples of tax and utility bills that you provide for other customers with the Technical Proposal for the Evaluation Committee to review. The actual bill design for Needham must be approved by the Town in writing before printing.

Bidders must disclose all sub-contractors that will have a material role in the rendering of these services to the Town. Incidental third parties may be allowed at the sole discretion of the Town.

**2.02 – REQUIRED SERVICES**

Vendor will need to provide a post-consumer recycled material courtesy reply envelope with the Town’s remittance address printed courtesy donation reply envelope with the requested printed information (samples of what is currently used can be provided upon request). The Vendor is to store the envelopes at its location and maintain sufficient stock in order to mail the bills by the Town’s required dates. The Town may choose not to award the contract inclusive of the envelopes, and if so, the Town will request its selected envelope provider to drop ship the envelopes to the Vendor’s location for storage. The Vendor will confirm receipt of all deliveries to the Town including date of receipt, type(s) of envelopes, quantity, and condition, and will notify the Town when any envelope inventory drops below the required minimum thresholds. The vendor is NOT to accept damaged product, and must notify the Town immediately if any envelopes were damaged. If the Town is not notified within 24 hours of receipt of delivery of envelopes any claim of damage or missing envelopes shall become the responsibility of the Vendor to replace at its own cost.

The Town may occasionally include informational pieces that may be on 8½ x 11 paper or smaller, and may have printing on one side or both. The Vendor will upon request produce informational inserts for bill mailings. The Vendor will upon request insert Town provided informational pieces into bill mailings. The Town will provide any information insert that is to be mailed out with a bill mailing electronically, at least seven days prior to the scheduled release date.

Real Estate and Personal Property bills are time sensitive. The issuance of these bills is strictly governed under Massachusetts law and failure to mail the bills no later than the required date may cause the Town financial loss. The Town may seek restitution from the Vendor for any such loss

Tax bills are to be mailed not later than the last business day (Monday – Friday) on or before:

1st Quarter June 30  
2nd Quarter September 30  
3rd Quarter December 31  
4th Quarter March 31

Utility bills are to be mailed no later than the issue date shown on the bill. The issue date is determined by the Town.

The Town may provide an advance payment for the estimated postage expense, seven (7) days in advance of the issue date, to be reconciled on a separate invoice from invoices for service under this contract. Every attempt must be made to use the lowest first-class allowed postage rate available and hence the estimated payment will be based.

Vendor is to provide Proof of Mailing to the Treasurer/Tax Collector within two business days from when the bills are mailed.

The Town prohibits the Vendor from distributing the data received as a result of this bid to any third party without the expressed written permission of the Town. All information supplied to or obtained by the Vendor and/or any subcontractor in connection with this bid shall be considered proprietary and shall not be disclosed to any other party other than the Town. The Town may disclose any such information without any form of compensation due to the Vendor.

ALL INFORMATION SUPPLIED TO THE SUCCESSFUL VENDOR IN CONNECTION WITH THIS BID IS PROPRIETARY AND SHALL AT NO TIME BE DISCLOSED TO ANY OTHER PARTY OTHER THAN THE TOWN OF NEEDHAM, WITHOUT THE SPECIFIC PRIOR WRITTEN AUTHORIZATION BY THE TOWN MANAGER.

The **Vendor is to bill** the Town on a monthly basis, based upon actual units of service. The volume of monthly activity being billed will be illustrated on the bill face, by type of payment, volume, and cost. The Town will make payment of approved invoices within thirty (30) days of receipt. The Town does allow payment by Paymode, any fee borne is the responsibility of the vendor. Any charges not billed within 60 days from the month which the goods and services were provided may be forfeited by the Vendor.

It is strongly suggested that marketing or promotional materials be provided in a clearly identified section of the vendor's proposal.

### **2.03 - QUALITY REQUIREMENTS (Minimum Criteria)**

The company demonstrates the ability to commence and perform required work promptly upon award of contract.

The company must have a minimum of three (3) years of experience providing services the same as or similar to those specified in this bid.

The company must be providing services similar to those requested in this RFP to five (5) or more clients.

The Bidder must provide proof that it has or can provide all required insurances in the amounts stated in the RFP.

The Bidder must have possession of all permits, licenses, and professional credentials necessary to perform the services as specified in this RFP.

The bidder must agree to execute the Town's standard 30B Short Form Agreement.

*End of Section*

## PART 3 SELECTION PROCESS

### 3.01 Selection Process Overview

An Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Part 2, satisfy the Submission Requirements (Part 4), will then be judged on Comparative Evaluation Criteria (Part 3). The criteria to be utilized for this project are shown below. Proposals will be assigned a rating of **Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable**. After the Evaluation Committee provides a rating for the individual criteria, the Chief Procurement Officer (CPO) will assign a rating to each proposal. Qualified Bidders **MAY** be required to make a presentation and discuss their proposal and services with the Evaluation Committee. If necessary, the Town will contact the Bidders in the order that the proposals are received to schedule appointments. If a presentation is required, Bidders who fail to make a presentation **will be deemed non-responsive and therefore the proposal will be rejected**.

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the presentations have been conducted.

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of the references, and the price proposals. The Chief Procurement Officer will make an award recommendation to the Town Manager.

### 3.02 Comparative Criteria

Proposals which satisfy the Quality Requirements and complied with the Submission Requirements will be further evaluated based on the criteria. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

Ability to work with native file	
Highly Advantageous	Bidder can receive and process both an IBM V7R1 created spool file or a text file created using the IBM command CPYSPLF (Copy Spool File) without any additional manipulation by the Town.
Advantageous	Bidder can receive and process either an IBM V7R1 created spool file or a text file created using the IBM command CPYSPLF (Copy Spool File) without any manipulation by the Town.
Not Advantageous	Bidder can receive and process either an IBM V7R1 created spool file or a text file created using the IBM command CPYSPLF (Copy Spool File) with some manipulation by the Town.
Unacceptable	Bidder is not able to process either file format, or requires too much manipulation of the file by the Town.

Mailing Facility Location	
Highly Advantageous	Bidder's mailing facility is located in an area that the U.S.P.S. can reasonably deliver most all Needham addressed bills within 3 business days.
Advantageous	Bidder's mailing facility is located in an area that the U.S.P.S. can reasonably deliver most all Needham addressed bills within 4 business days.
Not Advantageous	Bidder's mailing facility is located in an area that the U.S.P.S. can reasonably deliver most all Needham addressed bills within 7 business days.

Mailing Facility Location	
Unacceptable	Bidder's mailing facility is located in an area that the U.S.P.S. cannot reasonably deliver most all Needham addressed bills within 7 business days.

Experience Years	
Highly Advantageous	Seven (7) years or more experience providing similar services.
Advantageous	Five (5) years or more experience providing similar services.
Not Advantageous	Three (3) years or more experience providing similar services.
Unacceptable	Less than three (3) years of experience providing similar services.

Exceptions to the RFP	
Highly Advantageous	Bidder has taken no exceptions to the RFP.
Advantageous	Bidder has taken a limited number of exceptions to the RFP.
Not Advantageous	Bidder has taken significant exceptions to the RFP.
Unacceptable	Bidder has taken unacceptable exceptions to the RFP.

Overall Quality of the Response	
Highly Advantageous	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the Town's needs. Bidder addressed all the Town's requirements in detail with credible answers.
Advantageous	The proposal is complete and addresses the scope of services and the bidder meets all the quality requirements. Bidder addressed all the Town's requirements, a majority in detail, but some responses were incomplete or unclear.
Not Advantageous	The proposal is incomplete or is not clear whether it satisfies the scope of services, but the bidder meets the all the quality requirements. Bidder addressed some of the Town's requirements, but a majority of the responses lack sufficient detail.
Unacceptable	The proposal is incomplete or is unclear. Bidder did not address all the Town's requirements, provided incomplete responses, lacked sufficient detail, or were deemed not credible.

### 3.03 Bidder Presentation

As part of the evaluation process, the Evaluation Committee **may** require interviews with the bidders that met the Quality Requirements. Bidders must be prepared to discuss their proposal. The Town will contact the bidders in the order that the proposals were received to schedule appointments. Bidders, who fail to make a presentation, if requested, **will be deemed non-responsive and therefore the proposal will be rejected.**

Presentation	
Highly Advantageous	Bidder who offers an exceptionally creative, well-organized, and compelling presentation, and demonstrates an ability to effectively communicate ideas and plans. The Bidder responds to questions with factual clear answers and follows up on requests for additional information promptly (less than 24 hours).
Advantageous	Bidder who offers a clear well organized oral presentation and demonstrates their ability to effectively communicate ideas and plans. The Bidder responds to questions with factual clear answers and follows up on any requests for additional information (within the time frame agreed to at the presentation, usually not more than two business days) so that the Evaluation Committee may complete its evaluation in a timely manner.
Not Advantageous	Bidder who offers an unclear and confusing presentation, and who does not effectively communicate their ideas and plans; or Bidder whose responses to Committee questions were unclear and/or did not follow up on any request for additional information promptly. Failure to provide requested information within the agreed time will be a basis for rejection of the bid.
Unacceptable	Bidder declines to make a presentation



### 3.04 Price Proposal

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the demonstration and requested presentations have been conducted.

Price Structure	
<b>Highly Advantageous</b>	Highly Advantageous technical proposal which offers the lowest price.
<b>Advantageous</b>	Highly Advantageous technical proposal which offers a competitive price or Advantageous technical proposal which offers the lowest price.
<b>Not Advantageous</b>	Advantageous technical proposal which offers a competitive price.
<b>Unacceptable</b>	A proposal that is neither Highly Advantageous or Advantageous and is not the lowest price.

### 3.05 Recommendation

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals, the quality of the operations, and the price proposals.

The Town shall NOT be responsible for any costs incurred by the bidder during the entire selection process. The Town will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the Town by providing appropriate information.

The Town will consider the completeness of the bidder's proposal and how well the proposal meets the needs of the Town. In evaluating the proposals, the Town will be using a criteria evaluation process which reflects a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Town may not award a contract based on the lowest price. The objective is to choose a firm capable of providing quality services that will assist the Town in achieving the goals and objectives of the requested services within a reasonable budget. The Chief Procurement Officer will make an award recommendation to the Town Manager.

*End of Section*

**PART 4**  
**SUBMISSION REQUIREMENTS**

**4.01 Technical Proposal Requirements**

The **Technical Proposal** must include the following:

The **Technical Proposal** shall contain one (1) original and one (1) electronic version of the proposal (PDF format on a thumb drive) in a sealed package. **The printed version of the Technical Proposal must be inserted into a three-ring binder, three-hole punched, with consecutive page numbers and dividers between sections.** A copy of the technical proposal is to be provided on a thumb drive so that the proposal can be shared with the members of the evaluation team The Technical Proposal must clearly be marked: **“Bill Printing and Mailing Services – TECHNICAL PROPOSAL”**. The Technical Proposal must be signed by an individual authorized to bind the Bidder to the contract.

**4.02 Technical Proposal Submission Requirements**

The proposal is to be submitted and addressed as follows: Office of the Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492.

The bid is to be clearly marked: **BID - Bill Printing and Mailing Services**

The bid must include a **letter of transmittal** signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for (a) **at least 90 calendar days** from the opening date of the bids, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The transmittal letter also must acknowledge any and all addendums filed under this bid.

Bidder should acknowledge all addenda related to this RFP. Failure to receive or acknowledge any addenda does not relieve the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of an addenda. Bidders are encouraged to check the Town’s website [www.needhamma.gov/bids.aspx](http://www.needhamma.gov/bids.aspx) for addenda before submitting their bid to the Town.

Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.

Bidder **MUST** provide a **minimum of five (5) references**. For each, provide the following: a contact person and title, customer’s name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package). Do not use the names of relatives or Town Employees as references. Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only. The Town has provided a Professional References Form (attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional Reference Form. If any of the requested information is not available, the bidder is to disclose this fact and why.

A signed **Certificate of Good Faith**.

A completed **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.

A completed **Promise to Execute Contract** form which states the bidder is aware and agrees that the final contract to be executed by the parties will be done remotely via the method determined and chosen by the Town. Currently the Town uses DocuSign to execute contracts.

A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.

Bids must be received, and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Bids are Due). **LATE PROPOSALS WILL NOT BE CONSIDERED.**

A **Bid Bond** is **not** required.

A **Performance Bond** is **not** required.

Inclusion of any “price” in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.

#### **4.03 Price Proposal Submission Requirements**

The Price Proposal shall contain one (1) original sealed **Bid Price Form** signed by an individual authorized to bind the bidder. The sealed envelope must be clearly marked “**Bill Printing and Mailing Services – PRICE PROPOSAL**”. The price must remain firm for **90 calendar days**.

All bidders are expected to complete and include in the Price Proposal envelope the following:

A completed Bid Price Form (form attached) or an exact copy, signed by the individual authorized to negotiate for and contractually bind the bidder. Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a conditional bid and the proposal will be rejected.

Bidders must disclose in their Price Proposal any charges that would be owed by the Town including any third party that is necessary to successfully implement and use the proposed solution.

#### **4.04 Other Requirements and Notices**

The bidder **MUST** also include PDF version of the Technical Proposal on a thumb drive.

Failure to complete any form, provide the requested information, or make any alterations to forms that are required to be submitted as presented may be deemed a **conditional bid** and the bid will be rejected.

Bidder should acknowledge all addendums related to this bid, if any. Failure to acknowledge addenda does not in itself disqualify a bidder; however, the bidder shall be subject to any terms, conditions, and/or requirements that may be identified or result from the issuance of the addenda.

Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.

**The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

*End of Section*

**PART 5 – CHECKLIST AND FORMS FOR SUBMISSION**  
**Bill Printing and Mailing Services**  
**23GEN016G**  
**Checklist**

Bidder Name: \_\_\_\_\_

- Bidder has completed and returned the **Acknowledgement of Receipt** form (prior to bid submission).
- Bidder has completed, signed, and enclosed the **Bidder Information Response**.
- Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws** or provided the Certificate of Good Standing by the Department of Revenue.
- Bidder has completed, signed, and enclosed the **Promise to Execute Contract**.
- Bidder has provided a minimum of **five (5) references**.
- If the bid submission is signed by someone other than the Owner/President of the company, a completed **Certificate of Authority or Corporate Resolution** for the person who signed the proposal stating the individual has the authority to submit the proposal on behalf of the Bidder and can bind the Company to the contract if awarded.
- Bidder has completed, signed, and enclosed the Bid Price Proposal or an exact copy in a separate sealed envelope from the Technical Proposal. **Inclusion of any price information in the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.**
- Bidder has provided a PDF copy of the Technical Proposal (BUT not the Price Proposal) on a thumb drive.
- Bidder acknowledged all addenda if any  
Addendum Number 1 dated \_\_\_\_\_  
Addendum Number 2 dated \_\_\_\_\_  
Addendum Number 3 dated \_\_\_\_\_  
Addendum Number 4 dated \_\_\_\_\_  
Addendum Number 5 dated \_\_\_\_\_

THIS FORM MUST BE FILED WITH BID SUBMISSION

**Bidder Information Response**  
**Bill Printing and Mailing Services**  
**23GEN016G**

Legal Name of the Bidder: \_\_\_\_\_

Company Name: (if different) \_\_\_\_\_

Company Address \_\_\_\_\_

City State Zip: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Toll Free Number: \_\_\_\_\_

State of Incorporation (Date): \_\_\_\_\_ (\_\_\_\_\_)

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

**Company Contacts - Required**

Individual Submitting the Bid:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Individual to be contacted about the Bid:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City State Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Best Times to Contact: \_\_\_\_\_

It is the Bidder's responsibility to monitor the email address for the Bidder's contact person, provided in the Submission. The TOWN may need to contact the Bidder's contact person with clarification requests or for other reasons. The Town assumes no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network, or internet service provider (ISP), cause e-mail communications between the Bidder and the Town to be lost or rejected by any means including email or spam filtering.

Individual Authorized to Contractually Bind the Company (This will be the individual whose name and title will appear in the contract and will execute the contract if the contract is awarded to the company):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City State Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Best Times to Contact: \_\_\_\_\_

1. Has the bid been signed by a person legally authorized to commit the bidder (Company) to contract, if awarded?  
 Yes  No
2. The bidder represents and warrants that the Company is authorized to conduct business in the Commonwealth of Massachusetts in the manner contemplated by this bid.  Yes  No
3. Is the bidder prepared to provide the insurances as required?  Yes  No
4. Is the bidder a legally define small/woman/minority owned business?  Yes  No If yes, please attach the documentation to this form.
5. Has the bidder placed any conditions and/or restrictions on that which is called out by the Town in its bid package or any addendum?  Yes  No
6. If the answer to #5 (above) was YES, have the conditions and/or restrictions been put in writing and included with the submission?  Yes  No  N.A. (A "No" response may be cause for rejection)
7. Are there any exceptions to the Town's specifications?  Yes  No
8. If the answer to #7 (above) was YES, have the exceptions been put in writing and included with the submission?  
 Yes  No  N.A. (A "No" response may be cause for rejection)
9. The bidder confirms that neither it, nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees have, within the three (3) years preceding this bid, in their current or former job, been convicted of, or had a civil judgment rendered against them or any of their current partners or managers, principal officers or any person who would perform any services contemplated by this BID, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property?  
 Yes  No. If yes, please describe the situation(s), disclose whether the individual(s) is/are still engaged with the company. Please attach the writing to this form.
10. Has the bidder had any contract with a municipality terminated (whether for convenience, non-performance, or any other reason), or has the bidder entered into legal action with a customer, on or after July 1, 2019?  Yes  No . If yes, please describe the situation and include the name and address of the municipalities. Please attach the writing to this form.
11. Has the bidder requested any changes to the Town's contract?  Yes  No (if "yes" the changes must be attached to this form).
12. Is the Bidder prepared to execute the Town's contract without any changes if awarded?  Yes  No

Signature of the Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title of Signatory: \_\_\_\_\_

**THIS FORM MUST BE FILED WITH BID SUBMISSION**

**CERTIFICATE OF GOOD FAITH**  
**Bill Printing and Mailing Services**  
**23GEN016G**

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature of individual submitting the bid or proposal

\_\_\_\_\_  
Individual Full Name (Print/Type)

\_\_\_\_\_  
Name of Business (Print/Type)

\_\_\_\_\_  
(Date)

**Two Witnesses or Notary**

\_\_\_\_\_  
Witness One Signature

\_\_\_\_\_  
Witness Two Signature

\_\_\_\_\_  
Witness One Full Name (Print/Type)

\_\_\_\_\_  
Witness Two Full Name (Print/Type)

\_\_\_\_\_  
Witness One Primary Address

\_\_\_\_\_  
Witness Two Primary Address

**OR**

Commonwealth of Massachusetts

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_(name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- as partner for \_\_\_\_\_, a partnership.
- as \_\_\_\_\_ for \_\_\_\_\_, a corporation.
- as attorney in fact for \_\_\_\_\_, the principal.
- as \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION**

**CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor\* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*\*

• Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Corporation, Association or Partnership:

\_\_\_\_\_ (Print)

Federal Tax ID Number or Social Security Number:

\_\_\_\_\_

• By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Corporate Signature)

Title: \_\_\_\_\_

Note to Contractor\*\*\*: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. \_\_\_\_\_ has filed all tax returns and paid all taxes required by law; or
2. \_\_\_\_\_ has filed a pending application for abatement of such tax; or
3. \_\_\_\_\_ has a pending petition before the appellate tax board contesting such tax; or
4. \_\_\_\_\_ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\*\* Approval of a contract or other agreement will not be granted until the Town of Needham receives a signed copy of this Certification.

**THIS FORM MUST BE FILED WITH BID SUBMISSION**



PROMISE TO EXECUTE CONTRACT

The undersigned hereby certifies that following individual(s) is/are authorized to execute and bind the firm to a contract with the Town of Needham, and that if awarded\* the contract will be executed electronically. It is understood that the Town will forward the contract to be executed via DocuSign to the identified individual(s) and that no other person on behalf of the firm must sign the contract to become binding on the firm.

\_\_\_\_\_  
Signature of individual submitting the bid

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Individual Full Name (Print/Type)

Name and title of the individual who will execute the contract on behalf of the company if the Town awards the contract to the company (please print/type information):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address to send the Contract: \_\_\_\_\_

Name of the Individual who will sign CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS section of the contract, if different from the individual who will sign the contract:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Account to Send Contract: \_\_\_\_\_

\*The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a contract is executed by the Town and the bidder.

We request a waiver from this requirement for the following reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THIS FORM MUST BE FILED WITH BID SUBMISSION

**Professional References**  
**Bill Printing and Mailing Services**  
**23GEN016G**

Customer: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing address \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Period of Service: \_\_\_\_\_ through \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

---

Customer: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing address \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Period of Service: \_\_\_\_\_ through \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

**(A minimum of five (5) references required, Massachusetts governmental clients preferred)**

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST BE  
FILED WITH BID SUBMISSION**

**CERTIFICATE OF AUTHORITY**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(Insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected \_\_\_\_\_  
(Insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of **Clerk or Secretary**) \* SEAL HERE

7. Name: \_\_\_\_\_  
(Please print or type name in line 6) \*

8. Date: \_\_\_\_\_  
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

**Bid Price Proposal Form**

**This Document is to be submitted in a Separately Sealed Envelope from the Technical Proposal  
Bill Printing and Mailing Services  
23GEN016G**

Bidder Name: \_\_\_\_\_

The Bid Price Form is to be signed by the individual authorized to negotiate for and contractually bind the bidder. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a conditional bid and the proposal will be rejected.

Procedures under this bid require separate and confidential price submission. The envelope must be sealed and clearly marked **“Bill Printing and Mailing Services - PRICE PROPOSAL”**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Prices proposed by the bidder shall be irrevocable until contract award unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Town prior to contract award but after the **expiration of 90** days after the opening of the proposals. This shall not limit the discretion of the Town to request revisions and/or conduct negotiations.

PROMPT PAY DISCOUNT (Not required but if NOT offering a discount indicate by writing “ZERO”) The Town of Needham general payment terms are net 30 days. Enter the Prompt Payment Discount percentage (%) off the invoice amount, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example: 5% - 10 Days 4% - 15 Days 3% - 20 Days 2% - 30 Days

Note: The Prompt Payment Discount “Clock” begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The Bidder offers the following prices for the performance required under this Contract a sum NOT TO EXCEED, including all reimbursable expenses. \*

Description	[1] Unit Cost	[2] Estimated 36 Month Volume	[3] Total 36 Month Cost [1 x 2]
#10 White Window recycled material Envelopes with printed return address (The Town may choose not to award the contract for this item)		261,000	
#9 Courtesy Reply, recycled material envelopes with printed remittance address (The Town may choose not to award the contract for this item)		261,000	
#6-1/2 Courtesy Donation Reply Envelopes with printed information, flap folded – recycled (The Town may choose not to award the contract for this item)		261,000	
<b>A) Total Annual Envelope Supplying Costs</b>			\$
Envelope Storage			There Shall be no Charge
Material Storage			There Shall be no Charge
Bill Design Cost (one time charge)			
Printing of Bill – per piece – Personal Property, Real Estate and Utility		261,000	

Description	[1] Unit Cost	[2] Estimated 36 Month Volume	[3] Total 36 Month Cost [1 x 2]
Folding and Inserting of Bill into #10 Window Envelope – Personal Property, Real Estate, and Utility		261,000	
Inserting of #9 Courtesy Reply envelope into #10 Window Envelope – Personal Property, Real Estate and Utility		261,000	
Inserting of Courtesy Donation Reply Envelopes into #10 Window Envelope(along with the bill form and #9 color coded courtesy envelope) –Personal Property, Real Estate and Utility		72,000	
Postal Preparation (no charge for any piece not mailed by the Vendor or is mailed by the Vendor but the Town did not receive a first-class postage discount)		261,000	
Charge per round trip to deliver bills to Post Office.		48	
Folding 8-1/2 by 11 informational sheet to fit into a #10 envelope		45,000	
Inserting a folded 8-1/2 x 11 informational sheet into a #10 envelope		45,000	
<b>B) Total Design, Printing, Folding, Stuffing and Mailing Costs</b>			\$
*Other (itemize under Other Charges)			\$
<b>C) Total Bill Printing and Mailing Costs for 36 Months (A+B)</b>			\$

Please note postage does not need to be reflected in the bid sheet, postage is to be billed separately based on the actual postage expense, and there shall be NO mark-up for postage.

Other Charges and Services				
Description	How the rate is measured (onetime, per hour, per day, etc.)?	Rate	Units	Total (rate x units)
TOTAL				\$

The undersigned proposes to provide the **Bill Printing and Mailing Services** in accordance with the accompanying requirements provided by the Town dated June 23, 2022 and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids. In the event that the numeric price and the written price differ, the written price shall prevail.

The undersigned agrees that, if selected as vendor, s/he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies

that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

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(Name of Company)

BY:

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(Signature)

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(Printed Name and Title of Signatory)

**THIS FORM IS FILED AS PART OF THE PRICE PROPOSAL **SEPARATE** FROM  
THE TECHNICAL SUBMISSION**

**Last Page of Bid Form**

**Non-Submittal Response Form**  
**Bill Printing and Mailing Services**  
**23GEN016G**

NOTE TO BIDDER: If your company's response is a "non-submittal", the Town of Needham is interested in the reason for such response since Town desires to ensure that the procurement process is fair, open, and attracts maximum participation from interested companies. We, therefore, appreciate your responses to this non-submittal response form.

**Please complete and email this form to: [pcentral@needhamma.gov](mailto:pcentral@needhamma.gov)**

Please indicate your reason for responding with a "non-submittal":

- We were unable to meet requirements for this procurement.
- We were unable to provide the goods or services requested in this procurement.
- We were unable to meet time frame established for start and or completion of project.
- We obtained the bid package too late in order to evaluate and submit a bid.

Received on: \_\_\_\_\_

- Other (Please explain): \_\_\_\_\_

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Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_