

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

BID 21610, TAX BILL PRINTING AND MAILING

Issued: June 16, 2016
Due: June 30, 2016, at 11:00 a.m.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

June 16, 2016

INVITATION FOR BID 21610

A. INVITATION

Sealed bids are requested by the Town of Plymouth for tax bill printing and mailing services.

Specifications and bid forms are available online at <http://www.plymouth-ma.gov/current-bids> or in the Procurement Division, 11 Lincoln St, Plymouth, MA, 02360. Bids are to be submitted by 11:00 a.m., Thursday, June 30, 2016, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Bid 21610, Tax Bill Printing."

B. GENERAL CONDITIONS

1. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
2. Purchases made by the town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
3. Verbal orders are not binding on the town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
4. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected as informal.
5. The Town of Plymouth reserves the right to reject any or all proposals, to waive technicalities, to advertise for new proposals and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.
6. Bid prices shall incorporate any transportation or shipping costs associated with the product(s). The Town shall not be responsible for

any additional charges for transportation or delivery.

C. RULE FOR AWARD

The bid will be awarded to the responsive and responsible bidder offering the lowest total price.

D. CONTRACT PERIOD

The agreement shall be for the period of contract execution through June 30, 2017. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period July 1, 2017, through June 30, 2018.

E. MINIMUM EVALUATION CRITERIA

Award of this bid will be made to the bidder who offers the best price(s) and who is deemed to be both responsive and responsible. Determination of responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town.
2. Bidders will be deemed responsible if they:
 - a. Demonstrate experience in this type of work by submitting the names of at least five (5) references for which this service has been provided within the last two (2) years and the name and phone number of a contact person;
 - b. Have demonstrable experience of the Massachusetts General Laws as related to the tax billing requirements;
 - c. Are located within a 150 mile radius of the Town of Plymouth.

F. SPECIFICATIONS

The Town of Plymouth currently uses Tyler Technologies (MUNIS) as its primary software provider and Eastern Bank/Light House Payment Services as the remittance processing (lockbox) provider. Using MUNIS, the Town produces original invoices, demand notices for real estate, personal property, boat excise, and water/sewer usage. The Town seeks to contract with a vendor capable of converting raw data files and XML files into finished invoices that are mail-ready. **The Town desires to seek out any innovations that the successful vendor may provide to improve the presentation of the Town's bills.**

The Town expects the vendor to provide the following services:

1. Accept a data file transmission from the Town;

2. Postal process the file down to enhanced carrier route presort (or best postal rate);
3. Provide print proofs for the Town's review before print processing commences;
4. Laser print invoice on 8.5" X 11" sheet of color-coded 2 micro-perforated paper & 8.5" X 14" sheet of color-coded 3 micro-perforated paper (style and layout should be provided by the vendor and comply with Commonwealth of Massachusetts requirements including dollar signs, commas, decimal points, right justified, and compatible with lockbox provider);
5. Print information in the message area of the invoice as instructed by the Town;
6. Fold invoice and insert into a #10 outbound envelope;
7. Insert #9 courtesy reply envelope into #10 envelopes;
8. If required, print, fold and insert informational flyer into #10 outbound envelope;
9. Prepare mailing for post office (ability to group invoices of specific vendors for more efficient delivery);
10. Deliver mailings to the U. S. Post Office. The bidders should make all arrangement for the use of the Town's indicia.

On average, the Town generates the following approximate volumes annually:

Real Estate	60,000	two quarters billed semi-annually
Personal Property	8,000	two quarters billed semi-annually
Water/Sewer	14,000	four cycles billed semi-annually plus one seasonal

On average, the Town generates the following approximate volumes of demand notices:

Real Estate	3,000	billed annually
Personal Property	2,500	billed annually
Water/Sewer	3,000	four cycles billed annually plus one seasonal

Each mailing will consist of one of the following depending on the type of bill being mailed:

Scenario 1:

- 1 #10 outgoing window envelopes
- 1 # 9 reply envelope
- 1 8.5x11 2 micro-perforated invoice
- 1 8.5x14 3 micro-perforated invoice

Scenario 2:

- 1 #10 outgoing window envelopes
- 2 #9 outgoing window envelopes
- 1 8.5x14 3 micro-perforated invoice

Expect that there will be a requirement to print/fold/stuff an information flyer in the quarterly bills.

The turnaround time represents the amount of time that can elapse

between the electronic invoice file provided by the Town and the required mailing date. The Town will provide an electronic file seven (7) business days prior to the mailing date. The vendor will print, stuff, and mail the invoices so the recipient has them by the printed date on the invoice.

If the vendor is unable to furnish these materials and/or services as ordered by the Town, the vendor shall be obligated to obtain these materials and/or services from another vendor and will invoice the Town at the price specified in the contract with the Town.

The Town of Plymouth prohibits the successful vendor from distributing the data received as a result of this bid to a third party without permission of the Town.

G. MISCELLANEOUS ARTICLES

1. Please contact Ashley Leaman, Procurement Assistant, at 508-747-1620 ext. 108, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to aleaman@townhall.plymouth.ma.us. At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

2. Except as hereinafter expressed provided, once a bid is submitted and received by the Town, the bidder agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of bids.

Upon proper written request and identification, bids may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of bids;
- b. provided the bid has not been accepted by the town, at any time subsequent to thirty days following the actual date of bid opening.

Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the Town notifies the bidder in writing that his bid is rejected or that the town does not intend to accept it. Notice of acceptance of a bid shall not constitute rejection of any other bid.

3. The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental

death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

4. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- 1) **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured".**
- 2) **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured".**
- 3) **Workers' Compensation Insurance** as required by law.
- 4) **Umbrella Liability** of at least \$2,000,000/occurrence, \$2,000,000/aggregate. **The Town shall be named as an Additional Insured.**

5. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

6. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

7. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

8. The successful vendor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

AGREEMENT

This Agreement made this the 1st day of July, 2016, by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and vendor with an office at address hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall provide bill printing and mailing services, in accordance with the specifications and upon the terms of Invitation for Bid 21610 and the prices as submitted by the CONTRACTOR.
2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.
3. This agreement shall be for the period of contract execution through June 30, 2017. At the sole option of the Town, and subject to appropriation of funds in each fiscal year, this agreement may be extended for the period July 1, 2017, through June 30, 2018.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Invitation for Bid 21610, Specifications, Bid Form, and said bid of the CONTRACTOR.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.
7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and

claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

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NAME OF BIDDER

Bids must be submitted on the following table. Bids submitted on any other form will not be considered valid. Please return all following forms to:

Town of Plymouth
ATTN: Procurement Div.
11 Lincoln St
Plymouth MA 02360

Bids must be received by 11:00 a.m., Thursday, June 30, 2016. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications 21610.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item and that said prices shall be good for the period of the agreement.

The undersigned bidder hereby certifies, under the pains and penalties of perjury, the following:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Invitation for Bid 21610
 BID FORM – Page 2

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE</u>
Printed #10 Outbound Envelope	90,500	\$ _____/piece
Printed #9 Inbound Envelope	158,500	\$ _____/piece
Invoice Print 8.5x14	68,000	\$ _____/piece
Invoice Print 8.5x11	22,500	\$ _____/piece
Invoice Fold	90,500	\$ _____/piece
#9 Envelope Stuff	158,500	\$ _____/piece
Print Informational Flyer	90,500	\$ _____/piece
Informational Flyer Fold	90,500	\$ _____/piece
Informational Flyer Stuff	90,500	\$ _____/piece
Postal Preparation	90,500	\$ _____/piece
Unforeseen and non-standard delivery to Post Office	10	\$ _____/trip
TOTAL		\$ _____

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

BIDDER _____

 COUNTY _____
 PHONE _____
 FAX _____
 E-MAIL _____
 STATE OF INCORPORATION _____
 TAX I.D. NUMBER _____

 AUTHORIZED SIGNATURE

 Printed Name and Title

 Date Offered

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she has a minimum of two years experience in performing work of this nature.

Please also provide the names of at least five clients for which the bidder has provided this type of work within the last two years, including names and telephone numbers of contact persons.

REFERENCES:

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)

_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.