

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS***

**PROJECT MANUAL:**  
**PRINTING AND MAILING SERVICES**  
**FOR WATER / SEWER BILLS**  
***INVITATION FOR BID #22-57***

**Bid Opening Date: March 24, 2022 at 10:00 a.m.**

**MARCH 2022**  
**Ruthanne Fuller, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID No. #22-57**

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

**PRINTING AND MAILING<sup>1</sup> SERVICES OF WATER / SEWER BILLS**

**Bids** will be received until: **10:00 a.m., Thursday, March 24, 2022**  
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at the Purchasing Department after **10:00 a.m., March 10, 2022.**

Bid surety is not required for this project.

Bids will be subject to the requirements of M.G.L. Chapter 30B.

Bids shall be submitted with one **original** and one **copy**.

Award will be made to the bidder with the lowest total contract price that is deemed responsible and responsive.

Contract Term shall **extend from July 1, 2022 through June 30, 2023** with the option, at the City's sole discretion, to extend for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids) It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or fax the Purchasing Department at 617-796-1227 with your NAME, ADDRESS, PHONE, FAX AND **INVITATION FOR BID #22-57.**

The City may reject any and all proposals in accordance with applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

City of Newton



Nicholas Read  
*Chief Procurement Officer*  
March 10, 2022

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<sup>1</sup> Vendor shall pay all postage and submit documented invoices therefor to the City for reimbursement. Reimbursement shall be for actual documented postage costs only.

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, March 18, 2022 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #22-57**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #22-57," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- \* GENERAL BID FOR: **#22-57**
- \* NAME OF PROJECT: **Printing and Mailing Services for Water / Sewer Bills**
- \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no Less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M( c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for items set forth in the Bid Form #22-57. It is the City's intent to award one (1) contract to the responsive and responsible bidder which submits in its Bid Form #22-57 the lowest Total Contract Price. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #22-57**

A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**PRINTING AND MAILING SERVICES OF WATER / SEWER BILLS**

for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addendum: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

C. The Bidder proposes to furnish all labor, materials, equipment, and services specified at the following price(s):

<b>Item #</b>	<b>Form or Service</b>	<b>Estimate Quantity<sup>2</sup></b>	<b>Unit Cost</b>	<b>Total Annual Cost</b>
1	#10 White Window Envelopes -Outbound (Supply & Printing of); <b>black ink on the face only, on white stock, no inside tint</b>	107,000		
2	#9 White Window Envelopes - Inbound (Supply & Printing of) ; <b>black ink on back, on white stock, no inside tint</b>	107,000		
3	Data Processing	72		
4	Printing of WATER / SEWER Bills	107,000		
5	Additional color block within Water/Sewer bill highlighting, as needed, critical information	107,000		
6	Folding/Stuffing of WATER / SEWER Bills	107,000		
7	Stuffing of #9 Window Envelope into bills	107,000		
8	Postal Preparation	107,000		
9	Delivery to Post Office	72		
10	Given Allowance for Postage <sup>3</sup>			\$42,000
			<b>TOTAL CONTRACT PRICE</b>	<b>\$</b>

<sup>2</sup> The bid is based on estimated quantities; they are the City’s best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit cost(s) shall be that set forth above.

<sup>3</sup> This is the City’s estimate for annual postage costs based on prior experience. Postage cost may be more or less than the Given Allowance. Vendor shall pay all pay all postage and submit documented invoices therefor to the City for reimbursement. Reimbursement shall be for actual documented postage costs only.

D. The undersigned agrees that it has all the experience, knowledge, and certificates of the following requirements:

- Lock Box Services
- 2 years municipal utility billing software **experience**
- Coding Accuracy Support System (CASS ) Certification
- National Change of Address (NCOA) Software

The undersigned represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the City.

NAME OF COMPANY: \_\_\_\_\_

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days  
 Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days  
 Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

F. The undersigned has completed and submits herewith the following documents:

- Bidder’s Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Business Category Information Form, 1 page
- Signed Bid Form, 3 pages
- Copy of the CASS Certification, demonstrating USPS discounts for bulk mailings.

G. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, 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. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

H. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date \_\_\_\_\_

\_\_\_\_\_ (Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_ (Printed Name and Title of Signatory)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_ / \_\_\_\_\_ (Telephone) (FAX)

\_\_\_\_\_ (E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**



**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

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 City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, 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.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

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

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

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

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

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

- \* 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 City receives a signed copy of this Certification.
- \*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

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(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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Name of person signing proposal

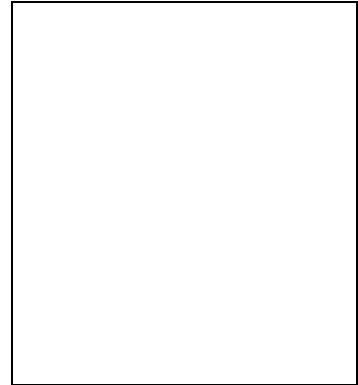
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Signature of person signing proposal

---

Name of Business (Please Print or Type)

*Affix Corporate Seal here*





Purchasing Department

Nicholas Read ☎ *Chief Procurement Officer*

1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Mayor  
Ruthanne Fuller

Date

Vendor

Re: Debarment Letter for Invitation For Bid #22-57

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Company)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																				
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Business Category Information Form\***

**IFB No. 22-57**

**Printing & Mailing Services for Water/Sewer Bills**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
By: \_\_\_\_\_

Date:



**CITY OF NEWTON  
PURCHASING DEPARTMENT**

**SPECIFICATIONS FOR  
PRINTING AND MAILING SERVICES OF WATER / SEWER BILLS**

The City of Newton, Massachusetts, through its Water-Sewer Division of the Public Works Department, is seeking bids of vendors for the purpose of printing, folding, stuffing and mailing municipal water-sewer bills.

Contract Term shall **extend from July 1, 2022 through June 30, 2023** with the option, at the City's sole discretion, to extend for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of the contract, funds for the discharge of the City's obligations under the contract are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then the contract shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.

The City currently mails approximately 26,750 water-sewer bills (yellow sections or possibly another color; the City reserves the right to make changes to highlighted sections) four times a year, for a total of 107,000 bills annually. The City sends out its water-sewer bills quarterly on an ongoing schedule, processing and billing sections of the City every few days, for a total of five (5) separate billings per month (usually) comprising approximately 8,916 bills per month. The City is interested in revising the bill from its current setup to make it more user friendly.

**In addition, approximately 200 (this is variable) water-sewer service bills (green sections; the City reserves the right to make changes to highlighted sections) for repair work are generated and mailed per month. This number is included in the estimated quantity for printing/folding/stuffing/postal preparation of bills, as laid out in the Table on page 6.**

The City seeks to contract with a vendor capable of converting raw data files into finished invoices that are mail-ready.

The Vendor shall provide an invoice that includes postage. Insufficient funding for postage should not dictate bills being mailed timely.

The City prohibits the successful Bidder from distributing the data received as a result of this bid to a third party without prior written permission of the City.

**REQUIREMENTS:**

**The bidders MUST have worked successfully with a bank's lock box services, as well as output from MUNIS/Tyler Technologies software for a period of two (2) years. The successful Bidder will ensure full compatibility with Eastern Bank (Routing No. 011 301 798) Lock Box Services in regards to scanning, posting, print positions and all other aspects. The successful Bidder must convert the data on this file into actual water-sewer bills.**

All forms design shall be included in the bid price. The Bidder is responsible for producing forms which are fully compatible with the requirements for bill scanning services by Eastern Bank or other potential lock box entity. The successful Bidder shall produce draft billings for review and approval by the City and Eastern Bank to ensure full compatibility and accuracy for the initial billing formatting and setup, and any future changes in bill format and/or information. For example: water-sewer rates listed on bills need to be updated at least annually. The successful Bidder shall be responsible to ensure accurate bill processing and scanning by both City equipment and Eastern Bank, as bills can be paid at Newton City Hall and payments processed through the lock box at Eastern Bank. The current format of the water-sewer bills is an 8 ½ x 11" form with laser-cut perforations. The City will not be responsible for any outdated stock due to changes in operations, regulatory changes or personnel changes. The City will give at least a 30-calendar day notice of any changes, unless otherwise forced to by higher authority, to the successful Bidder.

Bidders MUST be able to accept the City's billing information via an email attachment.

The successful Bidder MUST be able to process and mail the bills within one (1) day of receipt of the electronic billing file provided by the City, to assure that residents receive the invoices by the issue date identified on the bill, which is legally mandated under Massachusetts General Laws .

The successful Bidder MUST utilize NCOA software, which allows for appropriate discounts from USPS. In addition, the successful bidder MUST demonstrate CASS certification from USPS. All bidders MUST provide documentation of CASS certification, as identified in Paragraph D of the Bid Form.

The Bidder MUST have a demonstrated ability to work successfully with a lock box service, as well as output from a software company providing municipal utility billing/receivables software, for a period of two (2) years.

Bidders are required to complete and submit the Bidders Qualifications and References Form with their bid and provide a copy of the CASS Certification, demonstrating USPS discounts for bulk mailings.

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

#### **SCOPE OF SERVICES:**

The City produces all Water-Sewer billing through MUNIS software, owned by Tyler Technologies, and provides a spool file to the successful vendor via email attachment. The Vendor MUST be able to accept the City's billing information via an email attachment. The vendor must have the ability to adapt to any new releases by Tyler Technologies at no additional cost to the city, and is responsible to obtain the file layout when there is a software release upgrade. The vendor must submit bill proof to the city for review and approval prior to each mailing. Any insert (if applicable) will be attached with bill proof for each billing. The successful bidder will be responsible for contacting Tyler Technologies for Scan Line requirements, file layouts, any file conversions or any other task required to complete the job. The forms shall be of high quality OCR bond, and must comply with "BANKTEC" equipment specifications. The bills must contain an OCR-A scan line compatible with BANKTEC equipment. The file provided by the City is a print spool file. The bills must also be fully compatible with the requirements for Lock Box services of the Eastern Bank. The City is utilizing Eastern Bank for lock box services. **The successful Bidder will contact Eastern Bank directly regarding lock box service specifications.**

The City will require individualized notes that will be in a specific field in the billing file for some bills in each billing. Rates change at least every year, but changes on bill should be at no charge. Other modifications may be required as needed. Envelopes will not change, as the services (lock-box) are under contract.

The vendor must have the ability to separate and print all bills under the "Read Type" of "E" in the file, and mark those bills as an ESTIMATED READ. The city and vendor will work together to create an acceptable format for bills.

Frequently, the City includes informational flyers and inserts, including "buck slips" (1/3 of a page) and full page information. The successful Bidder MUST be able to accommodate inclusion of such types of inserts, which must be pre-approved by the City (Executive Office). All parties interested in supplying an insert of any type shall contact the vendor directly to negotiate arrangements and cost, including the cost of additional postage resulting from increased weight, once the material has been approved. Invoice is sent directly to specific department. No inserts shall be included without advance written permission by the City. The successful Bidder MUST be able to fold and stuff into the outgoing bills. The successful Bidder MUST inform the Executive Office of the City and the billing department in writing (email is sufficient) at least one business day before a mailing, that a pre-approved insert is to be included. All costs associated with producing and mailing of inserts is the sole responsibility of the party requesting such an insert. The cost of inserts will not be paid through this contract; and any such cost shall be negotiated with, and paid for, by such parties directly to the successful Bidder.

The bills will be processed as below, with appropriate enclosures; sealed, stamped, sorted and mailed in accordance with applicable Postal regulations. As a minimum, the following procedures will apply: Bills are to be printed, folded, and stuffed.

The City will be open to any innovations that the successful vendor may provide to improve the presentation of the City's bills, with no change to the contract price.

The City reserves the right to make modifications to the bill format and appearance as needed.

**ALL PAPER FOR THE CITY OF NEWTON MUST BE RECYCLED PAPER. The paper must be made of 30% post consumer recycled content.**

## ENVELOPES:

### To be provided by the Vendor - SAMPLES ENCLOSED

The Successful Bidder shall provide and warehouse all envelopes. Successful bidder shall also maintain inventory records of all inventory warehoused for the City of Newton.

### #9 White, Window Printed - black ink, & bar coded courtesy reply envelope must be provided with a mailing address of:

CITY OF NEWTON  
P.O. BOX 9137  
NEWTON, MA 02460-9137 (Eastern Bank post office box).

Zip code bar coding must be printed on the bottom right of each envelope, in order to allow timely payments to Eastern Bank for bill payment processing and posting for the City. These envelopes will be inserted into the billing for return payment.

### #10 White, Window, Printed - black ink, envelopes to be used to mail out the WATER / SEWER bills shall have the following return address with CITY SEAL, per attached SAMPLE:

CITY OF NEWTON  
PUBLIC WORKS DEPARTMENT  
UTILITIES DIVISION  
1000 COMMONWEALTH AVENUE  
NEWTON CENTRE, MASSACHUSETTS 02459-1449

Form samples are enclosed with this project manual.

The Commissioner of Public Works must approve, in writing, final design before actual form printing begins.

Form design may occasionally require two color printing for water/sewer bills to highlight as needed critical information. Estimated 2,500 service bills will be generated annually with a required color block to highlight that the bill is different than the water/sewer bill.

## DATA PROCESSING:

The City seeks to contract with a vendor capable of converting raw data files into finished invoices that are mail-ready.

## PRINTING OF WATER / SEWER BILLS:

1. Print the bills from an electronic file in the approved format, **one side only (i.e., no printing on the back of the bill)**. The forms shall be of high quality OCR bond, and must comply with "BANKTEC" equipment specifications. The bills must contain an OCR-A scan line compatible with BANKTEC equipment. The file provided by the City is a print spool file. The bills must also be fully compatible with the requirements for lock box services of the Eastern Bank. The City is utilizing Eastern Bank for lock box services.
2. Blank form may be preprinted with color blocks as required, or may have text that is highlighted in a color block as required, as part of the printing. All printing is with black text or picture (ex., City seal).
3. Regular water-sewer bills will have yellow boxes highlighting certain information; water-sewer service bills will have a green box highlighting the type of bill (see accompanying samples).
4. The vendor must have the ability to separate and print all bills under the "Read Type" of "E" in the file, and mark those bills as an ESTIMATED READ. The city and vendor will work together to create an acceptable format/color for bills.

## FOLDING AND STUFFING OF WATER / SEWER BILLS:

Fold bills. **No fold allowed within the area reserved for OCR reading.** The bill must reflect the correct bar coding (FIM) on the "coupon"/perforated return stub on the lower third of the bill, which appears in the envelope window as the mailing address. Quoted price must also include cost of stuffing water/sewer bills into #10 White Window envelope.

**STUFFING OF #9 ENVELOPE INTO BILLS:**

Insert bill and the #9 window return envelope into the #10 white window envelope. Ensure that the address and bar code can clearly be seen for proper processing by the USPS , and additional material (0, 1 or 2 pieces as additional inserts), as necessary.

**FOLDING OF INFORMATIONAL FLYERS:**

All parties interested in supplying an insert of any type shall contact the vendor directly to negotiate arrangements and cost, once the material has been approved. No inserts shall be included without advance written permission by the Executive Office of the City. The successful Bidder MUST be able to fold and stuff into the outgoing bills. The successful Bidder MUST inform the City and Water/Sewer Billing Department in writing (email is sufficient) at least one business day before a mailing, that a pre-approved insert is to be included. All costs associated with producing and mailing of inserts is the sole responsibility of the party requesting such an insert.

Flyers are occasionally provided with each quarterly billing.

Insert will be attached with bill proof for each billing.

The successful Bidder shall be required to fold the insert so that it fits neatly within the Water/Sewer bill and the accompanying #9 Return window envelope.

**STUFFING OF INFORMATIONAL FLYERS:**

The successful Bidder shall insert the flyer(s) into the #10 white window envelope, along with the Water/Sewer bill and #9 return window envelope.

**POSTAL PREPARATION:**

Seal and apply proper metered postage (First Class Presort; if less than 500 pieces, First Class).<sup>4</sup>

Sort and mark by ZIP Code and/or other criteria as required by postal regulations, ensuring that the City pay the lowest price possible for this type of mailing.

Prepare applicable postal forms. Mail bills by the bill issue date

**DELIVERY TO POST OFFICE:**

Deliver the bills to the proper USPO.

Provide an affidavit to City indicating when material was brought to post office (“Postage Statement – First Class Mail and Priority Mail”, Form 3600-R1).

**PREPARATION AND SUBMISSION OF INVOICES:**

Invoices must be prepared and submitted to the Water/Sewer billing office within ten (10) days of mailing of water-sewer bills and water-sewer service bills.

**END OF SECTION**

<sup>4</sup> Vendor shall pay all postage and submit documented invoices therefor to the City for reimbursement. Reimbursement shall be for actual documented postage costs only.

## Water Sewer Bill Samples:

- 1) Standard black and white water/sewer bill
- 2) A copy of an estimated mock bill created by the City with yellow block section highlighting as needed critical information
- 3) Service bill with green header
- 4) #9 White window return envelope - printed & bar coded
- 5) #10 White window envelope – printed





CITY OF NEWTON WATER AND SEWER DIVISION, PUBLIC WORKS

BILL NUMBER 62049739

WATER/SEWER BILL

VISIT OUR WEBSITE AT http://WWW.NEWTONMA.GOV 1275

Table with columns: MAILING ADDRESS, ACCOUNT NUMBER, BILLING DATE, METER NUMBER, DUE DATE. Includes address for ZEGARELLI KATHY COPY and account details.

FOR BILLING INQUIRIES, ADDRESS CHANGES AND SALE OF PROPERTY CALL (617) 796-1640
FOR METER REPAIRS CALL (617) 796-1640
PAYMENT QUESTIONS: CALL TREASURER'S OFFICE AT (617) 796-1330

Table with columns: BILLING ACTIVITY FOR, PRIOR BALANCE, INTEREST CHARGES, CURRENT CHARGES FOR BILL DATE (WATER, SEWER, STORMWATER), LESS ELDERLY DISCOUNT, TOTAL CURRENT CHARGES, PLEASE PAY TOTAL AMOUNT DUE.

TERMS: CHARGES WILL BE CONSIDERED DELINQUENT IF NOT PAID BY THE DUE DATE (30 days) SHOWN TO THE LEFT.

Past due balances may be subject to interest charges at 6% per annum.

Table with columns: CONSUMPTION, WATER, SEWER, COMBINED. Rows for 0 to 20 HCF, 21 to 70 HCF, > 70 HCF.

RIGHT TO DISPUTE YOUR WATER/SEWER BILL: If for any reason you believe your water bill is in error, first read your meter and include the read in your letter of dispute, in writing, explaining what you believe the error to be, and include a contact phone number.

Table with columns: CURRENT CONSUMPTION (READING DATE, READING), CONSUMPTION HISTORY (READ TYPE, CONSUMPTION), USAGE ON METER (REMOVED). Includes legend for A=Actual Reading, E=Estimate, C=Adjusted Reading.

PAY THIS BILL ONLINE @ WWW.NEWTONMA.GOV INSTEAD OF your personal online bank. It's safe, easy, and secure.

Table with columns: BILLING DATE, ACCT #. Values: 05-Dec-11, 060-07661-000-01



CITY OF NEWTON
P.O. BOX 9137
NEWTON, MASSACHUSETTS 02460-9137

Table with columns: DUE DATE, BILL #, TOTAL DUE, AMOUNT PAID. Values: 05-Jan-12, 62049739, \$0.00, \$

In order to insure that your account is credited properly: Please return the bottom portion of this statement, include your BILL NUMBER on your check, and make it payable to: City Of Newton.

\*\*\*\*\*AUTO\*\*5-DIGIT 02459
ZEGARELLI KATHY COPY
WATER/SEWER BILLING DEPARTMENT
1000 COMMONWEALTH AVE
NEWTON CENTRE MA 02459-1449

01416042012362049739600000000000



CITY OF NEWTON WATER AND SEWER DIVISION, PUBLIC WORKS

BILL NUMBER 62049739

WATER/SEWER BILL

VISIT OUR WEBSITE AT http://WWW.NEWTONMA.GOV 1275

Table with 3 columns: MAILING ADDRESS, ACCOUNT NUMBER, BILLING DATE, METER NUMBER, DUE DATE. Includes address for ZEGARELLI KATHY COPY and account details.

FOR BILLING INQUIRIES, ADDRESS CHANGES AND SALE OF PROPERTY CALL (617) 796-1040

FOR METER REPAIRS CALL (617) 796-1640

PAYMENT QUESTIONS: CALL TREASURER'S OFFICE AT (617) 796-1330

TERMS: CHARGES WILL BE CONSIDERED DELINQUENT IF NOT PAID BY THE DUE DATE (30 days) SHOWN TO THE LEFT.

Past due balances may be subject to interest charges at 6% per annum.

Table with 2 columns: BILLING ACTIVITY FOR, Amount. Rows include PRIOR BALANCE, INTEREST CHARGES, CURRENT CHARGES FOR BILL DATE (WATER, SEWER, STORMWATER), and discounts.

Table with 4 columns: CONSUMPTION, WATER, SEWER, COMBINED. Rows show rates for 0 to 20 HCF, 21 to 70 HCF, and > 70 HCF.

RIGHT TO DISPUTE YOUR WATER/SEWER BILL: If for any reason you believe your water bill is in error, first read your meter and include the read in your letter of dispute, in writing, explaining what you believe the error to be, and include a contact phone number.

Table with 4 columns: CURRENT CONSUMPTION, CONSUMPTION HISTORY, USAGE ON METER. Includes reading dates, readings, and usage in HCF.

PAY THIS BILL ONLINE @ WWW.NEWTONMA.GOV INSTEAD OF your personal online bank. It's safe, easy, and secure.

Table with 2 columns: BILLING DATE, ACCT #. Values: 05-Dec-11, 060-07661-000-01



CITY OF NEWTON P.O. BOX 9137 NEWTON, MASSACHUSETTS 02460-9137

Table with 2 columns: DUE DATE, BILL #, TOTAL DUE, AMOUNT PAID. Values: 05-Jan-12, 62049739, \$0.00

In order to insure that your account is credited properly: Please return the bottom portion of this statement, include your BILL NUMBER on your check, and make it payable to: City Of Newton.

\*\*\*\*\*AUTO\*\*5-DIGIT 02459 ZEGARELLI KATHY COPY WATER/SEWER BILLING DEPARTMENT 1000 COMMONWEALTH AVE NEWTON CENTRE MA 02459-1449

01416042012362049739600000000000





CITY OF NEWTON WATER AND SEWER DIVISION, PUBLIC WORKS

BILL NUMBER 60093328

SERVICE BILL

VISIT OUR WEBSITE AT http://WWW.NEWTONMA.GOV 55

MAILING ADDRESS  ZEGARELLI KATHY WATER/SEWER BILLING DEPARTMENT 1000 COMMONWEALTH AVE NEWTON CENTRE MA 02459-1449	ACCOUNT NUMBER	BILLING DATE
	102-17308-000-01	10-Jun-10
	METER NUMBER	DUE DATE
		12-Jul-10

FOR BILLING INQUIRIES, ADDRESS CHANGES AND SALE OF PROPERTY CALL (617) 796-1040

FOR SERVICE CALL (617) 796-1640

PAYMENT QUESTIONS:CALL TREASURER'S OFFICE AT (617) 796-1330

BILLING ACTIVITY FOR	(110200000100) 191 PEARL ST
PRIOR BALANCE	0.00
INTEREST CHARGES	0.00
CURRENT CHARGES FOR BILL DATE	10-Jun-10
SERVICE DESCRIPTION	
BACK FLOW	
TOTAL CURRENT CHARGES	90.00
PLEASE PAY TOTAL AMOUNT DUE	90.00

TERMS: CHARGES WILL BE CONSIDERED DELINQUENT IF NOT PAID BY THE DUE DATE (30 days) SHOWN TO THE LEFT.

Past due balances may be subject to interest charges at 6% per annum.

This service bill represents any work performed by the City of Newton Water-Sewer staff, to maintain or replace materials and service lines, including backflow testing as required by state law. According to City Ordinances, the homeowner is responsible for maintaining all equipment, meters, pipes, and fixtures in good working order, and shall pay for all charges related to such service. Only City service staff can perform these repairs and maintenance work.

PAY THIS BILL ONLINE @ WWW.NEWTONMA.GOV INSTEAD OF your personal online bank. It's safe, easy, and secure.

\*\*\*\*\*THIS IS A SERVICE BILL FOR THE MONTH OF MARCH\*\*\*\*\*

06-14-10P04:25 RCVD

BILLING DATE	ACCT #
10-Jun-10	102-17308-000-01



CITY OF NEWTON  
P.O. BOX 9137  
NEWTON, MASSACHUSETTS 02460-9137

DUE DATE	12-Jul-10
BILL #	60093328
TOTAL DUE	90.00
AMOUNT PAID	\$

In order to insure that your account is credited properly: Please return the bottom portion of this statement, include your BILL NUMBER on your check, and make it payable to: City Of Newton.

ZEGARELLI KATHY  
WATER/SEWER BILLING DEPARTMENT  
1000 COMMONWEALTH AVE  
NEWTON CENTRE MA 02459-1449

01416042010760093328700000090001



THIS ENVELOPE FOR PAYMENT ONLY  
PLEASE ADDRESS CORRESPONDENCE  
TO APPROPRIATE CITY DEPARTMENT



**CITY OF NEWTON**  
P.O. BOX 9137  
NEWTON, MA 02460-9137





CITY OF NEWTON  
PUBLIC WORKS DEPARTMENT  
WATER/SEWER DIVISION  
1000 COMMONWEALTH AVENUE  
NEWTON CENTRE, MASSACHUSETTS 02459-1449



## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY - CONTRACTOR AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Two by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

## PRINTING & MAILING SERVICES OF WATER / SEWER BILLS

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid # #22-57 issued by the Purchasing Department;
- c. The Project Manual for **Printing and Mailing Services of WATER / SEWER Bills** including the Specifications;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.
- g. This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** Contract Term shall **extend from July 1, 2022 through June 30, 2023** with the option, at the City's sole discretion, to extend for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.
- VI. PAYMENT FOR WORK PERFORMED.** The Contractor shall submit invoices following each mailing in accordance with the unit prices as stated in the Contractor's Bid. The City will pay a single cost for all services and actual postage used. The City will not pay any extra fees. In the event the City calls upon the Contractor to perform back-up services, such services will be invoiced at the same unit price applicable to this contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice, subject to verification and acceptance of the invoice amount.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence

\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence

**XIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XIV. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

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

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

*Commissioner of Public Works*

*Affix Corporate Seal Here*

Date \_\_\_\_\_

Certified that City funds are available in the following account number :  
60A40101, 61A40102-531700

Approved as to Legal Form and Character

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.

By \_\_\_\_\_

*Associate City Solicitor*

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

Date \_\_\_\_\_

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_

**CERTIFICATE OF AUTHORITY - CORPORATE**

- 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 \_\_\_\_\_  
(insert a date that is ***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 SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
- 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.