

**INVITATION FOR BIDS
TOWN OF KINGSTON
OFFICE SUPPLIES**

This bid is being offered by the Town of Kingston on conjunction with the Southeast Regional Planning & Economic Development District (SRPEDD) for the procurement of office supplies by all Municipal Offices within the Towns so named for the period of July 1, 2010 and ending June 30, 2011. Qualified businesses are requested to submit bids to the Chief Procurement Officer Jill Myers, Town House, 26 Evergreen Street, Kingston, MA 02364 not later than June 17, 2010 at 11:00 a.m., at which time they will be publicly opened and read. The Town of Kingston reserves the right to renew the contract for two (2) additional fiscal years beginning July 1, 2011 and ending June 30, 2013 at the option of the Awarding Authority.

The following Towns have agreed to be included in the bid and may enter into a contract with the low bidder: Acushnet, Berkley, Dartmouth, Dighton, Duxbury, Freetown, Halifax, Kingston, Lakeville, Marion, Mattapoisett, Middleborough, Plympton, Rochester, Rehoboth, Scituate, Seekonk, Somerset, South Shore Tri-Town Development Corporation, Southeast Regional Planning & Economic Development District (SRPEDD), Wareham Fire District, Wareham, and Whitman (See "Attachment A" for a list of Towns and the estimated amount each Town has budgeted for Office Supplies for Fiscal Year 2011)

Bidders are requested to only contact the Town of Kingston with questions regarding this Invitation for Bids. Contact information is listed below.

NOTE: (Chapter 30B, Section 14) Because of the distinct disparity in quality and more importantly, the cost of certain products, it has been determined that no other manner of description suffices and therefore, proprietary specification (brand names) have been used for some items. The use of brand names in no way precludes any vendor from submitting a bid for those items and therefore, WHERE A BRAND NAME IS SPECIFIED, AN EQUAL WILL NOT BE ACCEPTED UNLESS SO STATED.

AWARD CRITERIA

The contract will be awarded to the vendor meeting the following criteria in accordance with Chapter 30B, Section 5(e):

1. Vendor must include the documentation as specified or shall be determined to be non-responsive and shall be rejected.
2. Vendor must be an office supply dealer with at least five (5) years of experience in the supply and delivery of office supplies and equipment. PLEASE COMPLETE ATTACHED BIDDERS QUALIFICATION FORM.

3. Because all orders will be on an "as needed" basis, vendor must be familiar with the geographical proximity of the area for delivery purposes.
4. Vendor must be able to guarantee "next day delivery" whenever possible. If delivery charges are applicable, vendor must specify terms for delivery charges. If terms are not specified, it will be assumed that there are no delivery charges.
5. Bids shall be evaluated according to the following criteria; Vendor who submits a bid with the MOST OVERALL LOW PRICES for the 320 +/- items listed herein and meeting all other criteria shall be awarded one rating point and the Vendor who submits the lowest percentage discount off the general lines catalog will be awarded one rating point. The Vendor receiving the most points shall be considered for the contract award. In the event of a tie, a list of fifty items shall be reviewed for the greatest number of low prices and the Vendor with the greatest number of low prices on the fifty items shall receive one rating point. The items that will comprise the tie breaker list shall not be disclosed until the bid opening. Just prior to the bid opening, a list of the fifty items shall be distributed to the bidders or if the bidder is not present, the list shall be faxed to the Vendor prior to the bid opening.
6. Vendors are encouraged to submit any additional pricing discounts on items not listed herein. Please state percentage off for items purchased through a catalog and identify the catalog by name. (Sample catalog shall be included.)
7. All prices quoted shall prevail through the length of the contract except for copy paper that has had significant fluctuation over the past few years. Vendor shall honor the quoted prices for copy paper through December 30, 2010. From that date and for remainder of the contract, any pricing increase on copy paper must reflect only direct cost increases. Vendor agrees to notify all towns participating in the award, of any price increase, at least three (3) days prior to the increase taking effect.
8. If the Town, at its sole discretion, notifies the vendor of the intention to extend the contract for two (2) additional fiscal years, prior to the extension, the vendor shall notify all towns participating in the award of price increases which shall take effect in the next fiscal year (July 1, 2011). Notification shall be in writing and shall identify what items and the amount of increase specified as a percentage (%). The Town of Kingston reserves the right not to renew the contract if the price increases on fifty percent (50%) or more of the items on the supply list increases by five percent (5%) or more.
9. Bids shall be neatly written or typed on the attached supply list. Interlineation is not permitted. If correction to price is necessary, white-out or dry-line shall be used and the correct price inserted.
10. NO BIDS FOR LESS THAN ONE CENT OR FREE ITEMS SHALL BE ACCEPTED.

11. Bid Proposals submitted which offer price proposals that differ in any way from the format presented on the supply list shall be considered invalid bids.
12. The award and resultant contract(s) shall be non-exclusive. Each Municipality shall determine its method of purchasing supplies from the low Bidder, this includes the right to obtain products from any other vendor(s) during the contract term.
13. The vendor shall assign a salesperson, who, at the request of the Municipality will visit designated departments in accordance with a mutually agreeable schedule.
14. Vendors are advised that the items on the product list are the most commonly used and ordered items. The Vendor shall be required to provide the specified item at the specified price. If quantities are to be limited, the bid shall specify what are the limited quantities. Limiting quantities may void award of the item in determining the low bidder.
15. The vendor shall at all times during the contract maintain in full force and effect, Employees Liability, Worker's Compensation, Public Liability, and Property Damage Insurance and Bodily Injury Insurance in the amounts shown below:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employees Liability	\$ 500,000
Bodily Injury Liability Except Automobile	\$ 500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$ 500,000 each occurrence \$1,000,000 aggregate
Automobile Property Damages Liability	\$ 500,000 each occurrence
Automobile Bodily Injury Liability	\$ 500,000 each occurrence \$1,000,000 aggregate
Umbrella	\$3,000,000

This insurance shall remain in full force during the contract and shall provide for thirty (30) days prior written notification in the event of cancellation or material changes to the policy or policies.

16. Questions regarding the bid or supply list may be directed to Nancy Howlett, Assistant to the Board of Selectmen/Town Administrator at 781-585-0500. Bidders are requested not to contact the other Towns participating in the bid/award.

17. Vendor must acknowledge his understanding of the above listed criteria by signing the attached sheet and returning it with their non-collusion, non-discrimination, tax compliance, and corporate resolution certification.

BIDDER'S QUALIFICATION FORM

1. NAME _____ OF _____ BIDDER:

2. PERMANENT _____ MAILING _____ ADDRESS:

3. YEAR _____ & _____ STATE _____ INCORPORATED:

4. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM
NAME: _____

5. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY: _____

6. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO
IF _____ YES, _____ WHY?

7. ATTACH A LISTING OF THE MAJOR CONTRACTS, SIMILAR TO THE WORK OF THIS
CONTRACT; STATE THE NAME, ADDRESS, AND PHONE NUMBER OF THE CONTRACT
ADMINISTRATOR, APPROXIMATE VALUE AND TIME PERIOD OF CONTRACT
PERFORMANCE (MONTH & YEAR STARTED/MONTH & YEAR COMPLETED)

8. NAME _____ OF _____ BANKS _____ WITH _____ WHICH _____ YOU _____ DO _____ BUSINESS:

9. DO YOU GRANT THE AWARDING AUTHORITY PERMISSION OT CONTACT THIS
(THESE) LENDING INSTITUTION(S)? YES NO

Date: _____

Title

CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____ it was;

VOTED, that _____, _____ of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

(Date)

(Corporate Seal)

AFFIDAVIT

REVENUE ENFORCEMENT AND PROTECTION ACT REQUIREMENTS

I,

representing

(Legal name of Business)

do hereby state that all laws of the Commonwealth of Massachusetts relative to taxation have been complied with. This statement is in compliance with Chapter 62C, Section 49A (b) as added by Chapter 233, Section 35 of the Acts of 1983, and made under the penalties of perjury this _____ day of _____, 2010.

Social Security or Federal I.D. # _____

By: _____
Signature

Title

NON COLLUSION CERTIFICATION

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

By: _____
Signature

Title

Company

Date _____

NON DISCRIMINATION CERTIFICATION

The Undersigned certifies under the penalty of perjury that they will comply with the provisions of the Civil Rights Acts as amended, the Rehabilitation Act and the Americans with Disabilities Act. The undersigned shall not exclude from employment or participation in the contract any person on the basis of race, color, national origin, sex or creed. The undersigned also affirms that no handicapped person, who is otherwise qualified, shall be denied employment or participation in this contract.

By: _____
Signature

Title

Company

Date: _____

ATTACHMENT "A"

ANNUAL BUDGETS FOR PARTICIPATING ENTITIES

Acushnet	30,000
Berkley	20,000
Dartmouth	90,924
Dighton	25,000
Duxbury	100,000
Freetown	25,000
Halifax	23,000
Kingston	63,104
Lakeville	50,000
Marion	95,000
Mattapoisett	20,700
Middleboro	34,047
Plympton	1,400
Rehoboth	25,300
Rochester	34,000
Scituate	47,000
Seekonk	34,945
Somerset	8,075
So. Shore Tri-Town Dev. Corp.	500
SRPEDD	20,350
Wareham Fire District	9,831
Wareham	105,000
Whitman	<u>26,000</u>
TOTAL	889,176

BID ACKNOWLEDGEMENT FORM

BID OF: _____

TO: Chief Procurement Officer of the Town of Kingston, MA, hereinafter called the "Town".

The Bidder, so named, hereby acknowledges that he/she has read and understands the terms and conditions of the of the above listed criteria and award of contract.

BY: _____
(Signature and Title of Person Authorized to Sign Proposal)

(Name of Proposer)

(Address)

(City, State, & Zip Code)

Business Phone: _____