

NOTICE TO BIDDERS

Sealed proposals, in duplicate, marked “**Deer Park Messenger**”, will be received at the office of the City Secretary, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m.** on **July 1, 2019** at which time the bids are to be opened and publicly read in the Council Chamber (per Council Chambers clock).

The City of Deer Park does not accept faxed bids.

The City of Deer Park is not responsible for sealed bids or proposals labeled incorrectly or mislabeled.

Proposals are to be submitted on bidders own forms including name of bidder, contact and telephone number. The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated, this 5th day of June, 2019.

Shannon Bennett

Shannon Bennett, TRMC
City Secretary
City of Deer Park, Texas

**City of Deer Park
General Conditions of Bidding**

**NOTICE: FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT
IN BID BEING DISQUALIFIED.**

1. BIDDING

- A. All bids must be on blank form furnished by the City of Deer Park, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids must be filed in duplicate and both copies must be manually signed.
- B. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
- C. No change in price will be considered after bids have been opened.
- D. Cash discounts **will not** be considered in the award of bids, and all quotations must be on a net basis.
- E. This proposal must not be altered. Any erasure or alternation of figures may invalidate the bid on the item on which the erasure or alternation is made.
- F. Quotations **will not** be considered in cases where bidder quotes more than one price on an item, except where alternate bids are expressly called for.
- G. All bids are for delivery no later than the time stated in the specifications. F.O.B the point of delivery stated in the specifications and/or the bid form.
- H. Bidders are invited to be present at the opening of the bids. After opening the bids, bids may be inspected in the Finance/Purchasing office.
- I. Duplicate copies of bids are customarily referred to the Purchasing Coordinator for recommendations to the City Manager. Wherever possible, such recommendations will be made in time to permit City Council to make award at the meeting next succeeding that in which bids were opened and read.
- J. **NEW REQUIREMENT** - Effective for all contracts on or after January 1, 2016, the new Local Government Code 2252.908 enacted by H.B. 1295 requires additional disclosures on all contracts that are approved by City Council or that exceed \$1,000,000. Specifically, Form 1295 – Certificate of Interest Parties – is required prior to City Council approving the contract.

2. TAXES

- A. The City of Deer Park is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A

vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms, and the Purchasing Coordinator, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD

- A. The City of Deer Park reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- B. Unless otherwise specified, the City of Deer Park reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.
- C. Pursuant to Sec. 252.043 of the Texas Local Government Code, the City of Deer Park reserves the right to award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider:
 - (1) the purchase price;
 - (2) the reputation of the bidder and of the bidder's goods or services;
 - (3) the quality of the bidder's goods or services;
 - (4) the extent to which the goods or services meet the municipality's needs;
 - (5) the bidder's past relationship with the municipality;
 - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in the request for bids or proposals.

4. DELIVERIES

- A. Unless otherwise stated in the Bid form or specifications, deliveries must consist only of new and unused merchandise.
- B. Full tare must be allowed and no charges made for packages.
- C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City of

Deer Park reserves the right to purchase said supplies in the open market and charge the difference, if any, to the account of the Contractor.

5. REJECTIONS

- A. Articles not in accordance with samples and specifications must be removed by the bidder and at their expense. All disputes concerning quality of supplies or equipment delivered under this proposal will be determined by the Purchasing Coordinator or their designated representative.
- B. All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Departments samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Coordinator who shall have the right to reject the whole or any part of the same.

6. BILLING

- A. All bills are subject to the approval of the Purchasing Coordinator.

7. PATENTS

- B. The contractor agrees to indemnify and save harmless the City of Deer Park, the Purchasing Coordinator, and their assistants from all suits and actions of every nature and description brought against them or any other named city representative, for or on account of the use of patented appliances, products or processes and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Coordinator, as necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

8. INSURANCE

The following limits of insurance coverage's will be required:
Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the City with full policy limits applying, but not less than a stated. A certificate evidencing the required insurance and specifically citing the indemnization provision set forth in this Agreement shall be delivered to the City prior to commencement of the work.

- a). Workmen's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement.
- b). Employer's Liability Insurance protecting Contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- c). Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 each person, \$300,000 each occurrence/aggregate; Property Damage \$100,000 each occurrence.
- d). Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies described above, with minimum limits of \$1,000,000 excess of the specified limits.
- e). Builders "All-Risk Insurance" protecting the respective interest of Owner and Contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the project described in this Agreement and all property at the job site or in transit thereto which shall become a part of the project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

9. CONDITIONS PART OF BID

- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. PERMITS

- A. On all construction projects, successful bidder shall obtain the proper permits from the City of Deer Park such as electrical, plumbing and building permits. Permits shall be obtained at **no charge to the contractor**. The contractor shall notify the City of Deer Park for all inspections, which will be made by City inspectors.

11. WARRANTIES

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the proposer will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional. If a manufacturer of goods or of component parts of goods provides a warranty longer

than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

12. BID VALIDATION

A. Bid prices submitted shall be valid for a period of not less than 45 days.

Tracy Peterson

Tracy Peterson
Purchasing Coordinator
City of Deer Park
Harris County, Texas

**REQUEST FOR BID
NEWSLETTER PRINTING SERVICES
CITY OF DEER PARK, TEXAS
JUNE 2019**

The City of Deer Park is accepting bids for the printing, finishing, and mailing of its quarterly newsletter, the *Messenger*. Bids must incorporate all labor and materials necessary to produce the quarterly newsletter, as well as include delivery of the newsletters to the United States Postal Service (USPS) - Deer Park Branch Office and to Deer Park City Hall. The printing facility must be located within a reasonable driving distance from Deer Park, Texas, to ensure that City staff can visit the facility if circumstances deem it necessary.

PROJECT SCOPE

The printer shall be expected to coordinate with the City Manager's Office regarding the production and preparation of the newsletters. The newsletters shall be printed, folded, finished, addressed, presorted according to USPS rules and regulations for standard bulk marketing mail, and delivered to the USPS Deer Park Branch Office and to Deer Park City Hall.

The printer will be supplied with an Adobe Portable Document Format (PDF) file of the newsletter. The file will be uploaded to the printer's FTP site or sent by e-mail. The printer must provide the City Manager's Office with instructions once the bid has been awarded. An anticipated timeline will be communicated to the printer approximately 30 days prior to the receipt of the PDF file for each issue. The following schedule is an estimate for planning purposes only and is subject to change.

<u>Newsletter Issue</u>	<u>File Ready for Printer</u>
Winter 2019	Early November
Spring 2020	Early February
Summer 2020	Early May
Fall 2020	Early August

SPECIFICATIONS

Description: Quarterly Newsletter (4 issues per year - winter, spring, summer, fall)

Quantity: 12,500 copies per quarterly issue

Pages: 20*

Paper: 80# gloss text, self cover

Finish size: 8.5 x 11

Press: 4-color process, 2-sided, no bleeds

Bindery: Saddle stitch (2 staples)

Delivery: 1. USPS Deer Park Branch Office, 200 E. San Augustine, Deer Park, TX (mailing list)

2. Deer Park City Hall, 710 E. San Augustine (remaining balance after mailing list)

*On rare occasion, the number of pages may vary, so please quote on a 20-page issue, a 24-page issue, and a 28-page issue.

Any substitutions or variations from these specifications must be clearly noted on bids submitted.

To view samples of the *Messenger* newsletter, visit the City of Deer Park website at www.deerparktx.gov, hover over *Residents* and click on *City Newsletter*.

MAIL PREPARATION SERVICES TO BE PROVIDED BY PRINTER

The mail service provider used by the printer, whether it is in-house staff or an outsourced company, is expected to be familiar with current United States Postal Service mailing standards and regulations. The City

of Deer Park will provide the printer with a current mailing list (prepared in Microsoft Excel) for each quarterly issue. All of the recipient addresses on the mailing list are within the zip code 77536. The printer is responsible for checking the address list against NCOA (National Change of Address) and CASS (Coding Accuracy Support System) software for accuracy.

Approximately 9,975 newsletters per issue shall be prepared by the printer as presorted standard United States Postal Service marketing mail. The newsletters shall be mailed flat, not folded or tabbed. The addressed newsletters must be presorted by carrier route, stacked in walk sequence order, and dropped off at the USPS Deer Park Branch Office. The printer is responsible for ensuring the mailing meets the requirements as set forth by the USPS so that the mail pieces qualify for saturation postage rates as carrier route flats dropped off at the destination delivery unit (DDU).

The printer is required to send a copy of the completed United States Postal Service Postage Statement – USPS Marketing Mail (currently PS Form 3602-R) to cgossett@deerparktx.org prior to delivering the prepared mail to the post office. The City of Deer Park will deposit funds directly into the city's existing account (Permit #15) to cover the cost of postage for the mailing at the USPS Deer Park Branch Office.

The printer will be responsible for delivering the prepared mail pieces to the USPS Deer Park Branch Office located at 200 E. San Augustine, Deer Park, TX 77536. Currently, the USPS Deer Park Branch Office requires bulk mail to be delivered between 8:30 a.m. and 11:30 a.m., Monday through Friday. The delivery person will be required to get in line and present the mailing for verification to a clerk at the window. Large mailings, such as this, will need to remain in the delivery driver's vehicle until the acceptance clerk performs the initial verification. For questions, please contact the USPS Deer Park Branch Office at (281) 479-8416.

The remaining balance of newsletters shall be packaged in boxes with no more than 200 newsletters per box and delivered to Deer Park City Hall at 710 E. San Augustine between 8 a.m. and 5 p.m., Monday through Friday.

DELIVERY

A digital proof must be provided to the City Manager's Office for approval within 2 business days after the PDF file is submitted to the printer. The guaranteed turnaround time required for production and delivery must be 10 business days or less. If, for any reason, the printer cannot meet the delivery date, the printer shall subcontract all or part of the print job with a subcontractor to have the newsletters delivered no later than 3 additional business days from the original agreed-upon 10 business days. All costs for subcontracting the newsletter shall be the responsibility of the printer. If the printer fails to comply with this agreement, the City of Deer Park will be due a credit in the amount of ½ of the contracted price for the production and delivery of the newsletters. The printer will not be assessed the above if the delay in the completion of the work was caused by a natural disaster, unusually severe weather, or other major emergency, provided that the printer shall within 3 days from the beginning of any such delay notify the City Manager's Office of the cause for delay in writing. The City Manager's Office shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

PRICING

All bids must provide the total cost, including labor, materials, delivery fees, and any additional charges that would be incurred in the production and delivery of the newsletter as described herein. The City of Deer Park is exempt from State of Texas Limited Sales Excise and Use Tax. A copy of our exemption certificate is available upon request.

Pricing must include at least one round of revisions and a revised PDF for review at no additional charge. Printers must submit a schedule of fees, along with their bid, if any fees will apply to changes requested

beyond the first round of revisions. Please note that invoices must be itemized to identify any additional fees.

TERMS OF CONTRACT

The initial term of the contract shall be for one year, September 1, 2019 through August 31, 2020, with the option to renew the contract with the current printer for an additional one-year term by mutual agreement. This option may be exercised for up to 2 consecutive years. The City of Deer Park reserves the right to not exercise this option after the initial contract year is completed. If it is mutually decided to renew beyond the initial term, the printer shall provide written notice acknowledging the additional one-year term with the same price and conditions by April 1, 2020. Price adjustments will not be allowed until after August 31, 2021. If it is mutually decided to renew beyond the additional one-year term, the printer shall provide written notice acknowledging another one-year term with the same price and conditions by April 1, 2021. If the printer requests another one-year term with a price adjustment, the printer shall provide written notice acknowledging another one-year term and specify the price adjustment by April 1, 2021. The City reserves the right to accept the price adjustment and extend the contract for an additional year, or reject the price adjustment and re-issue a request for bid for the contract period beginning September 1, 2021.

Terms for payment will be net thirty (30) days after receipt of invoice. Invoices can be submitted by mail to City of Deer Park, Attn: Cristina Gossett, 710 E. San Augustine, Deer Park, Texas 77536 or by e-mail to cgossett@deerparktx.org.

If the printer does not meet requirements as specified herein at any time during the contract period, the City of Deer Park shall have the right to cancel this agreement upon 30 days prior written notice.

BID SUBMITTAL

Questions pertaining to the bid packet should be directed to Tracy Peterson at (281) 478-7228 or tpeterson@deerparktx.org.

All bid packets must include the following documents:

1. Newsletter Printing Services Bid Form
2. Schedule of Fees (For changes after the 1st round of revisions)
3. List of References*
4. Newsletter Samples

*All bids must include a list of 3 references receiving similar products and services for at least 2 years. Please provide contact name, company name, street address, city, state, zip code, phone number, and e-mail address for each reference.

Sealed proposals, in duplicate, marked **DEER PARK MESSENGER**, must be received by the City of Deer Park by 2 p.m. CST on July 8, 2019. LATE BIDS WILL NOT BE ACCEPTED, NO EXCEPTIONS. All bids must be submitted to:

City of Deer Park
Attn: City Secretary
710 E. San Augustine
Deer Park, Texas 77536

The City of Deer Park reserves the right to reject any bid which does not comply with the requirements specified herein. Selection of the bidder will be made solely by the City of Deer Park. The bidder will be required to provide an original signed W-9 form and complete a vendor information sheet once the bid has been awarded.

CITY OF DEER PARK
NEWSLETTER PRINTING SERVICES BID FORM
1-Year Agreement With Option For 2 Additional 1-Year Extensions
09/01/2019 to 08/31/2020

I. GENERAL INFORMATION

Company	Address	
City	State	Zip Code
Contact Person	Title	
Phone Number	Fax Number	
E-mail Address	Number of years your company has been in business?	

II. QUOTE FOR NEWSLETTER PRINTING SERVICES

20-page Newsletter	Quantity: 12,500 copies per quarterly issue
24-page Newsletter	Price must include all labor, materials, delivery fees, and any additional charges that would be incurred in the production and delivery of the quarterly newsletter as described in the request for bid. Attach a schedule of fees for additional charges that will apply after the first round of revisions, as well as a list of references, and newsletter samples.
28-page Newsletter	

Please list all deviations from specifications detailed in the request for bid.

III. AUTHORIZED SIGNATURE

I am acting in my official capacity as an authorized representative and understand that the information furnished to the City of Deer Park is true and correct. I have reviewed the bid packet and understand the product and services to be provided. I also understand that the City of Deer Park has the sole discretion to reject or accept this bid.

I herein agree to abide by the terms of the bid specifications and herein submit this proposal.

Authorized Representative, Printed Name

Mailing Address, if different from above

City, State, Zip Code

Signature of Authorized Representative

Date

City of Deer Park Certification of No Boycott of Israel Form

This certification form is required by the Texas Government Code Section 2270.002. **This form must be attached to all contracts or agreements for goods or services provided to the City of Deer Park.**

Texas Government Code Section 808.001 specifies the following:

“Boycott Israel” is defined as “refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.”

"Company" is defined as “a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.”

By entering into this contract or agreement, the company certifies and verifies that it (i) does not boycott Israel, and (ii) will not boycott Israel during the term of this contract or agreement with the City of Deer Park.

Vendor (Contractor/Company) _____

Street Address _____

City / State / Zip _____

Telephone Number _____

Authorized Representative _____

Signature

Printed Name / Title

Date