

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR DESIGN, PRINTING AND DISTRIBUTION
OF SUMMER PROGRAM GUIDES FROM
COMMUNITY IMPACT NEWSPAPER**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§

KNOW ALL BY THESE PRESENTS:

That this Agreement for design, printing and distribution services for the City of Round Rock's Parks and Recreation Summer Program Guides (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2016, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and COMMUNITY IMPACT NEWSPAPER, whose offices are located at 16225 Impact Way, Suite 1, Pflugerville, Texas 78660 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase design, printing and distribution services for the City's Summer Program Guides, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Services Provider; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 16-016 dated April 2016; (b) Services Provider's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following

order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for forty-eight (48) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

A. **Items Awarded.** All bid items on page eleven (11) of Exhibit "A" ("Attachment A: Bid Form") are awarded to Services Provider.

B. **Scope of Work.** For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 16-016, dated April 2016). Services Provider has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

City agrees to pay Services Provider the amounts set forth on pages ten (10) through fifteen (15) ("Attachment A: Bid Form") of the attached Exhibit "A" for the bid items listed on said pages.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts,

Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response and as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Roger Heaney
Marketing Specialist
Parks and Recreation Department
301 W. Bagdad Avenue, Suite 250
Round Rock, Texas 78664
(512) 341-3361

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Community Impact Newspaper
16225 Impact Way, Suite 1
Pflugerville, TX 78660

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

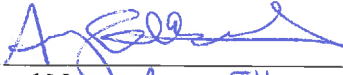
Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Community Impact Newspaper

By:  _____
Printed Name: Amy Ellsworth
Title: General Manager
Date Signed: 7/11/16



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID

Program Guides

SOLICITATION - IFB No. 16-016

April 2016

EXHIBIT "A"

**CITY OF ROUND ROCK
INVITATION FOR BID
FOR
PROGRAM GUIDES**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeking formal bids for a multi-year contract with a qualified Individual, Firm or Corporation, hereafter referred to as "Respondent", for the design, printing and distribution by direct mail or other means to approximately 32,000 City of Round Rock – Parks and Recreation Department program guides to City of Round Rock residents. An additional quantity of 3,000 program guides shall also be printed and delivered to the City of Round Rock – Parks and Recreation Department (PARC) at 301 W. Bagdad, Round Rock, Texas 78664
2. **BACKGROUND:** The City of Round Rock – Parks and Recreation Department distributes program guides to all Round Rock residents two times a year for the Summer and Spring/Fall/Winter. The program guides are full color and are inserted into the Community Impact Newspaper that are distributed to all Round Rock Residents. The program guides list and promote all PARC special events and programming.
3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Reference Sheet
 - 3.3 **Attachment C:** Addendum Acknowledgment Form
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Department
City of Round Rock
E-mail: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
5. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing program guides as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient delivery of City of Round Rock - Parks and Recreation program guide to the City of Round Rock residents and the City of Round Rock – Parks and Recreation Department;

- 5.2. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process;
6. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors for the required printing and distribution of program guides. The City seeks to do business directly with a company experienced in providing the required design, printing and distribution of program guides.
7. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **SAFETY:** The City reserves the right to remove any employee from any City of Round Rock resident's property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
- 8.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, City, and Dell Diamond Baseball Stadium safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations during delivery of outdoor light fixtures;
- 8.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the delivery site. In case of conflict, the most stringent safety requirement shall govern;
- 8.3. Indemnify and hold the City and Dell Diamond Baseball Stadium harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
9. **PRICING:** The Respondent shall determine and submit a fixed cost for the printing, delivery, and distribution of all City of Round Rock – Parks and Recreation Department program guide and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges.
10. **ACCEPTANCE/INSPECTION:** All program guide deliveries shall be made directly to approximately 32,000 City of Round Rock residents. An additional delivery of 3,000 program guides shall also be delivered to the City of Round Rock – Parks and Recreation Department. The awarded vendor will be notified within one (1) business day if the program guide delivered are not in full compliance with the specifications. In the event the program guide are not printed to the satisfaction of the City of Round Rock – Parks and Recreation Department, the City shall notify awarded vendor the same business day in order to reschedule the required program guide for the redelivery once any printing deficiencies have been corrected and program guides have been reprinted. If any agreement or purchase order is cancelled for non-acceptance, the required program guides may be purchased elsewhere and the vendor may be charged liquidated damages.

PART II
SPECIFICATIONS

1. **SCOPE:** The City of Round Rock is requesting invitation for bids for the design (City of Round Rock – Parks and Recreation Department to provided text, photos, and logos), printing, and distribution by direct mail or other means approximately 32,000 each, program guides to City of Round Rock residents as outlined below:
2. **PROPRIETARY PURCHASE:** This solicitation is being advertised in accordance with Texas Government Code, Title 10, Subtitle D, Chapter 2155, Subchapter B, Section 2155.067.
3. **PRODCUT SPECIFICATIONS:**
 - 3.1. Fall-Winter - Spring Program Guides –“Design, Printing, and Distribution”
Quantity: 32,000
Number of Pages: 60
Cover: 100# Gloss – 4 pages
Interior Pages: 35#80 Hi-Brite-56 pages
Full color throughout
Frequency: One time publication
Text, photos, and logos to be provided by City of Round Rock (client)
Delivery: Deliver program guide to 32,000 plus Round Rock residents
 - 3.2. Fall-Winter - Spring Program Guides – “Printing Only”
Quantity: 3,000
Number of Pages: 60
Cover: 100# Gloss – 4 pages
Interior Pages: 35#80 Hi-Brite-56 pages
Full color throughout
Frequency: One time publication
Text, photos, and logos to be provided by City of Round Rock (client)
Delivery: Price to include delivery to the City of Round Rock - Parks and Recreation Department, 301 W. Bagdad, Round Rock, Texas 78664
 - 3.3. Summer Program Guides –“Design, Printing, and Distribution”
Quantity: 32,000
Number of Pages: 60
Cover: 100# Gloss – 4 pages
Interior Pages: 35#80 Hi-Brite-56 pages
Full color throughout
Frequency: One time publication
Text, photos, and logos to be provided by City of Round Rock (client)
Delivery: Deliver program guide to 32,000 plus Round Rock residents
 - 3.4. Summer Program Guides – “Printing Only”
Quantity: 3,000
Number of Pages: 60
Cover: 100# Gloss – 4 pages
Interior Pages: 35#80 Hi-Brite-56 pages
Full color throughout
Frequency: One time publication
Text, photos, and logos to be provided by City of Round Rock (client)

City of Round Rock
Program Guides
IFB No. 16-016
Class/Items: 966-60 / 966-63
April 2016

Delivery: Price to include delivery to the City of Round Rock - Parks and Recreation Department, 301 W. Bagdad, Round Rock, Texas 78664

NOTE: Delivery dates exclude the City of Round Rock and Dell Diamond Baseball Stadium holidays as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day (and either working day before or after).

4. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

4.1. Respondent's point of contact: In order to maintain consistent standards of quality work performed, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

4.2. The City's designated representative: The City's designated representative shall be:

Roger Heaney
Marketing/Communications/Media Relations
City of Round Rock – Parks & Recreation Division
rheaney@roundrocktexas.gov

5. WORKFORCE: Successful Respondent shall:

- 5.1.** Ensure respondent's employees provide the products in a timely, professional and efficient manner;
- 5.2.** Ensure respondent's employees, while delivering the required program guides on City of Round Rock and resident's property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 5.3.** Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the outdoor program guide needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

PART III
SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATES
Solicitation released	April 28, 2016
Deadline for submission of questions	May 6, 2016 @ 5:00 PM, CST
City responses to questions or addendums	May 9 2016 @ 5:00 PM, CST
Deadline for submission of responses	May 17, 2016 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by May 6, 2016, @ 5:00 p.m., CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids>

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before May 17, 2016 @ 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock
221 E. Main Street – City Hall 1st Floor Reception Desk
Attn: Mike Schurwon, CPPB, CTPM
Purchaser
Round Rock, Texas 78664-5299

- 3.1 Sealed responses shall be clearly marked on the outside of packaging with the solicitation address as listed above, bid number (IFB No. 16-016), title (Program Guides), due date and "DO NOT OPEN".
- 3.2 Facsimile or electronically transmitted responses are not acceptable.
- 3.3 Responses cannot be altered or amended after opening.
- 3.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 3.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

4. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City and Dell Diamond Baseball Stadium. In determining best value, the City may consider:

- 4.1 Purchase price;
- 4.2 Reputation of Respondent and of Respondent's goods and services;
- 4.3 Quality of the Respondent's goods and services;
- 4.4 The extent to which the goods and services meet the Dell Diamond Baseball Stadium needs;
- 4.5 Respondent's past performance with the City;
- 4.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 4.7 Delivery time (will be a factor in determining an award);
- 4.8 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the program guides they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

5. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at: <http://www.roundrocktexas.gov/bids>
6. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 6.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 6.2 Provide City contact(s) information for implementation of agreement.
 - 6.3 Identify specific milestones, goals and strategies to meet objectives.
7. **NON-APPROPRIATION:** The resulting agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the agreement in the City's current fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" response and two (2) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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April 2016

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future IFB/RFQ/RFP.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed bid sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.

Attachment B: Provide the name, address, telephone number and e-mail of at least three (3) municipal, government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C: Provide signed copy of the addendum acknowledgement form or a signed copy of each issued addendum with bid upon submission.

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(CONTINUED)

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

- 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

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ATTACHMENT A: BID FORM
(Total of 5 pages starting on pages 10 of 17 – 15 of 17))
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	Solicitation Number: #16-016 Solicitation Name: PROGRAM GUIDES Opening Date: May 17, 2016 Opening Time: On or Before 3:00 p.m. CST Opening Location: City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664	RESPONDENT INFORMATION	Tax ID Number: _____ Business Name: _____ Address: _____ Address: _____ Contact: _____ Telephone: _____ E-mail: _____ Website: _____
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HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other
1st TIME RESPONDING TO THE CITY?	<input type="checkbox"/> Yes <input type="checkbox"/> No <div style="display: inline-block; width: 150px; border: 1px solid black; padding: 2px; text-align: center;"> ARE YOU REGISTERED WITH VENDOR CENTRAL? </div> <input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://roundrocktexas.gov/departments/purchasing/

Bidder(s) to quote pricing to provide program guides for line items 1 - 16 as follows:					
Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Parks & Recreation 2016 - 2017– Fall-Winter-Spring Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.	32,000	Ea.		

	Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.				
2	Attachment A: Bid Form (Continued) Parks & Recreation 2016 – 2017 – Fall-Winter-Spring Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.	3,000	Each	\$0.48	\$1,440
3	Parks & Recreation 2017–Summer Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.	32,000	Each	\$0.63	\$20,160
4	Parks & Recreation 2017 – Summer Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock –	3,000	Each	\$0.48	\$1,440

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	Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.				
5	Attachment A: Bid Form (Continued) Parks & Recreation 2017– 2018 Fall-Winter-Spring Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.	32,000	Each	\$0.63	\$20,160
6	Parks & Recreation 2017 – 2018 – Fall-Winter-Spring Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.	3,000	Each	\$0.48	\$1,440
7	Parks & Recreation 2018–Summer Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication	32,000	Each	\$0.63	\$20,160

	Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.				
8	Attachment A: Bid Form (Continued) Parks & Recreation 2018 – Summer Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.	3,000	Each	\$0.48	\$1,440
9	Parks & Recreation 2018– 2019 Fall-Winter-Spring Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.	32,000	Each	\$0.63	\$20,160
10	Parks & Recreation 2018 – 2019 – Fall-Winter-Spring Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be	3,000	Each	\$0.48	\$1,440

	provided by City of Round Rock – Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.				
11	Attachment A: Bid Form (Continued) Parks & Recreation 2019–Summer Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.	32,000	Each	\$0.63	\$20,160
12	Parks & Recreation 2019 – Summer Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.	3,000	Each	\$0.48	\$1,440
13	Parks & Recreation 2019 – 2020 Fall-Winter-Spring Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be	32,000	Each	\$0.63	\$20,160

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	provided by City of Round Rock – Parks & Recreation Department.				
14	Attachment A: Bid Form (Continued) Parks & Recreation 2019 – 2020 – Fall-Winter-Spring Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.	3,000	Each	\$0.48	\$1,440
15	Parks & Recreation 2020–Summer Program Guide "Design, Printing, and Distribution" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be provided by City of Round Rock – Parks & Recreation Department.	32,000	Each	\$0.63	\$20,160
16	Parks & Recreation 2020 – Summer Program Guide "Printing Only" Number of Pages: 60 Cover: 100# Gloss – 4 pages Interior Pages: 35#80 Hi-Brite 56 pages Full color throughout Frequency: One time publication Text, photos, and logos to be	3,000	Each	\$0.48	\$1,440

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	provided by City of Round Rock - Parks & Recreation Department. Price to include delivery to CoRR, Parks & Recreation Dept., 301 W. Bagdad, Round Rock, TX 78664.				
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**ATTACHMENT B:
 RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: #16-016

RESPONDENT'S NAME: Community Impact Newspaper DATE: 5/16/16

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name City of Austin

Name of Contact Kay Owens

Title of Contact Public Information Office Graphic Designer

E-Mail Address Kay.owens@austintexas.gov

Present Address 625 E. 10th St. #300

City, State, Zip Code Austin, TX 78701

Telephone Number (512) 972-0148 Fax Number: ()
2. Company's Name City of Frisco

Name of Contact Dana Baird

Title of Contact Communications + Media Relations Director

E-Mail Address dbaird@friscotexas.gov

Present Address 6101 Frisco Square Blvd.

City, State, Zip Code Frisco, TX 75034

Telephone Number (972) 292-5080 Fax Number: ()
3. Company's Name Lone Star College - University Center

Name of Contact

City of Round Rock
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Title of Contact Becky Ramirez
Dean
E-Mail Address Rebecca.L.Duncan-Ramirez@lonestar.edu
Present Address 3232 College Park Dr.
City, State, Zip Code Conroe, TX 77384
Telephone Number (936) 273-7505 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE
MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

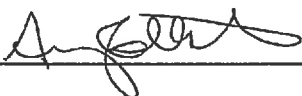
**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____

Respondent (Company): Community Impact Newspaper

Signature (in ink): 

Name Amy Ellsworth (Typed/printed):

Title: 5/16/16 General Manager Date: