EXHIBIT
"A"

# CITY OF ROUND ROCK AGREEMENT FOR PRINTED BUSINESS CARDS, ENVELOPES, AND LETTERHEAD WITH EAGLE OFFICE PRODUCTS

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS Agreement for purchase of printed business cards, envelopes, and letterhead, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_\_ day of the month of April, 2018, 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 EAGLE OFFICE PRODUCTS, whose offices are located at 221 Texas Avenue, Suite B, Round Rock, Texas 78664 (referred to herein as the "Vendor").

#### **RECITALS:**

WHEREAS, City desires to purchase printed business cards, envelopes, and letterhead, and City desires to procure same from Vendor; 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 Vendor; 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 Vendor whereby City is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 18-004, dated January of 2018; (b) Vendor'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:

00398003/ss2

- (1) This Agreement;
- (2) Vendor'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; TERM

- 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 as provided herein.
- B. The term of this Agreement is for sixty (60) months from the effective date hereof. 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 Vendor to supply the services as outlined in the IFB and Response to IFB submitted by Vendor, all as specified in Exhibit "A," attached hereto and incorporated by reference. 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 Vendor 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. All bid items on Exhibit "A" are awarded to Vendor.
- B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 18-004 dated January 2018). Vendor has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A." 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.
- C. Vendor shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Vendor's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor 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

- A. Bid costs listed on Exhibit "A" shall be the bases of any charges collected by the Vendor.
- B. Vendor expressly acknowledges and agrees with the following statement contained in the IFB: "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 services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated."
- C. The total amount paid to the Vendor over the term of this Agreement shall not exceed Two Hundred Twenty-Five Thousand Three Hundred Forty and No/100 (\$225,340.00).

#### 6.01 INVOICES

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

- A. Name and address of Vendor;
- 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 Vendor 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 Vendor 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. Vendor 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 Vendor, 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 Vendor 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 Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor 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 Vendor's charges.

#### 12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor 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

Vendor shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Vendor's bid response.

#### 14.01 CITY'S REPRESENTATIVE

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

Monique Adams, Assistant to the City Manager Administration Department 221 East Main Street Round Rock, Texas 78664 512-218-3234

#### 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 Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor 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.

Vendor 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 Vendor.
- B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.
- C. Vendor 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 Vendor, Vendor 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, Vendor 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 Vendor that portion of the charges, if undisputed. The parties agree that Vendor 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

Vendor 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 Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor'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 Vendor (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. Vendor, 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. Vendor 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 Vendor 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 Vendor 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 Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.
- C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any term of this Agreement.

#### 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 Vendor:**

Eagle Office Products 221 Texas Avenue, Suite B Round Rock, Texas 78664

#### **Notice to City:**

City Manager 221 East Main Street

AND TO:

Stephen L. Sheets, City Attorney

309 East Main Street Round Rock, TX 78664

Round Rock, TX 78664

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

#### 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 Vendor 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 Vendor 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.** Vendor 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. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor 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 Vendor'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 Vendor 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 Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas	Lagie Office Products
By:	By: Jay m / foffman
Printed Name:	Printed Name: JAY M HOTEMAN
Title:	Title: OWNER
Date Signed:	Date Signed: 3-22-2018
Attest:	
By: Sara White, City Clerk	
For City, Approved as to Form:	
By:	
Stephan L. Sheets, City Attorney	

### Exhibit "A"



## City of Round Rock, Texas Purchasing Division

221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

**INVITATION FOR BID (IFB)** 

## PRINTED BUSINESS CARDS, ENVELOPES AND LETTERHEAD

**SOLICITATION NUMBER 18-004** 

January 2017

IFB No. 17-027

Class/Item: 966-07 / 966-31 / 966-51

October 2017

#### Exhibit "A"

#### PRINTED BUSINESS CARDS, ENVELOPES, AND LETTERHEAD

## PART I GENERAL REQUIREMENTS

- 1. <u>PURPOSE</u>: The City of Round Rock, herein after "the City" seeks a bid from firms experienced in all goods, labor, and services necessary to provide printing services of business cards, envelopes, and letterhead for the City of Round Rock.
- 2. SOLCITATION PACKET: This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2 - 5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 5
Part III - Supplemental Terms and Conditions	Pages 5 - 8
Part IV – Specifications	Page 9 - 10
Attachment A Bid Sheet	Page 10
Attachment B - Reference Sheet	Page 11
Attachment C – Addendum Acknowledgement Form	Page 12

3. <u>AUTHORIZED PURCHASING CONTACT</u>: For questions or clarification of specifications, you may contact:

Oscar Wise, CTCM
Purchasing Technician
Purchasing Division
City of Round Rock
Phone: 512-218-5456

E-mail: Owise@roundrocktexas.gov

Or

Yvonne Hopkins, CTPM Purchaser Purchasing Division City of Round Rock Phone: 512-218-3228

E-mail: yhopkins@roundrocktexas.gov

The individuals 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

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#### Exhibit "A"

solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

4. <u>SCHEDULE OF EVENTS</u>: It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	January 8, 2018
Deadline for submission of questions	January 16, 2018 @ 5:00 PM, CST
City responses to questions or addendums	January 22, 2018 @ 5:00 PM, CST
Deadline for submission of responses	January 29, 2018 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing to the "Authorized Purchasing Contact" by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's responses to the questions shall be posted on the City's web page as an addendum at: <a href="https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/">https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/</a>

The City reserves the right to modify the Schedule of Events dates. Notice of date change(s) will be posted to the City's website at: <a href="https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/">https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/</a>.

- 5. <u>SOLICITATION UPDATES</u>: Bidders shall be responsible for monitoring the City's website at <a href="https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/">https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/</a> 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.
- 6. <u>RESPONSE DUE DATE</u>: Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I. Section 4 Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock Attn: Oscar Wise Purchasing Department 221 E. Main Street Round Rock, Texas 78664-5299

- **6.1** Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- **6.2** Facsimile or electronically transmitted responses are not acceptable.
- 6.3 Responses cannot be altered or amended after opening.
- **6.4** No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 6.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- **6.6** Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
- 7. <u>BIDDER RESPONSE REQUIREMENTS:</u> 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. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and two (3) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. 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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#### Exhibit "A"

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 RFP/RFQ/IFB.

### For your bid to be responsive, the attachments identified below must be submitted with your proposal.

Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. <u>Failure to complete and sign the bid sheet may result in disqualification</u>. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other that the City's Solicitation Document may result in disqualification of the response.

Attachment B: REFERENCE SHEET: Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

Attachment C: ADDENDUM ACKNOWLEDGEMENT FORM: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

- 8. 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. In determining best value, the City may consider:
  - 8.1 Purchase price;
  - 8.2 Reputation of Respondent and of Respondent's goods and services;
  - 8.3 Quality of the Respondent's goods and services;
  - 8.4 The extent to which the goods and services meet the City's needs;
  - 8.5 Respondent's past performance with the City;
  - 8.6 The total long-term cost to the City to acquire the Respondent's goods or services;
  - 8.7 Any relevant criteria specifically listed in the solicitation.

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

- 9. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, 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
  - 9.1 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.
  - 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.
- 10. <u>CERTIFICATE OF INTERESTED PARTIES</u>: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and

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October 2017

#### Exhibit "A"

notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: <a href="https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</a>

#### PART II

## DEFINITIONS, STANDARD TERMS AND CONDITONS AND INSURANCE REQUIREMENTS

- 1. <u>DEFINITIONS, STANDARD TERMS AND CONDITIONS</u>: By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard 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 Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: https://www.roundrocktexas.gov/departments/purchasing/
- 2. <u>INSURANCE:</u> The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <a href="https://www.roundrocktexas.gov/departments/purchasing/">https://www.roundrocktexas.gov/departments/purchasing/</a> OR Insurance does not apply to this solicitation.

## PART III SUPPLEMENTAL TERMS AND CONDITIONS

- 1. <u>AGREEMENT TERM</u>: The term of the awarded agreement shall begin from date of award and shall remain in effect for sixty (60) months.
- 2. <u>RESPONDENT QUALIFICATIONS</u>: 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:
  - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing business cards, envelopes and letterhead as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 2.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
  - 2.3 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.
- 3. <u>SAFETY</u>: The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:

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#### Exhibit "A"

- Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
- 3.2 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 work site. In case of conflict, the most stringent safety requirement shall govern;
- 3.3 Indemnify and hold the City 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.
- 4. WORKFORCE: Successful Respondent shall:
  - **4.1** Ensure Respondent's employees perform the services in a timely, professional and efficient manner:
  - **4.2** Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
  - 4.3 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.
- 5. PRICING: The Bidder shall determine and submit a fixed cost for the work 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 shall be permitted for either response or invoice purposes.
- 6. PRICE INCREASE: Contract prices for business cards, envelopes, and letterhead shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
  - 6.1 Consumer Price Index (CPI): Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <a href="http://www.bls.gov/cpi/">http://www.bls.gov/cpi/</a>.

#### 6.2 Procedure to Request Increase:

Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299

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#### Exhibit "A"

- 6.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- 7. PERFORMANCE REVIEW: The City reserves the right to review the awarded respondents' performance anytime during the contract term.
- 8. ACCEPTANCE/INSPECTION: Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

#### 9. SAMPLES - EXACT REPLICA:

**9.1** The Bidder shall submit an exact replica of the goods to be provided per the specification contained herein. This sample shall be provided within five (5) working days after request by the City.

Send samples to the City at the following address:
City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock. TX 79664-5299

- **9.2** All products provided to the City under this solicitation will be evaluated or tested and must meet <u>all requirements</u> of the specification, regardless of whether all requirements are to be evaluated or tested.
- **9.3** Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

#### 10. MATERIALS SPECIFICATIONS / DESCRIPTIVE LITERATURE:

- 10.1 If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must <u>submit as part of their</u> Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- 10.2 Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- **10.3** The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- **10.4** Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

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### Exhibit "A"

- 11. 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 services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 12. WORKFORCE: Successful Respondent shall:
  - **12.1** Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
  - 12.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
  - 12.3 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.
- 13. <u>PERMITS</u>: The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
- 14. <u>AWARD</u>: 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 <a href="http://www.roundrocktexas.gov/bids">http://www.roundrocktexas.gov/bids</a>.
- **15. POST AWARD MEETING:** The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:
  - **15.1** The method to provide a smooth and orderly transition of services performed from the current contractor:
  - 15.2 Provide City contact(s) information for implementation of agreement.
  - 15.3 Identify specific milestones, goals and strategies to meet objectives.

#### 16. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- **16.1** Contractor's point of contact: In order to maintain consistent standards of quality work performed across the City, 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.
- 16.2 The City's designated representative: The City's designated representative shall be:

Monique Adams Assistant to the City Manager Administration

Phone: 512-218-3234

E-mail: madams@roundrocktexas.gov

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## Exhibit "A" PART IV SPECIFICATIONS

#### 1. Purpose

The City of Round Rock requests printing services for letterhead, envelopes, and business cards.

#### 2. Product Printing Requirements by Department

#### 2.1 Police Department – (Please see Exhibit A for details.)

- Business cards will be printed 2 sided. Stock shall be 16.0 White Smooth.
   Business cards shall include the City of Round Rock Police department logo with employee's name, title, phone numbers, and fax numbers, etc.
- Printed envelopes shall be a Business A-10. Stock shall be 24# Sirius, Neenah Starwhite. Envelopes shall include the City of Round Rock logo and department names with return addresses.
- Letterhead is not required for PD.

#### 2.2 Sports Center – (Please see Exhibit B for details.)

- Business cards will be printed 2 sided. Business cards shall include the City of Round Rock logo with employee's name, title, phone numbers, and fax numbers, etc.
- Printed envelopes shall be a Business A-10. Stock shall 24# Sirius. Envelopes shall include the City of Round Rock logo with Department name and return addresses.
- Letterhead is not required for the Sports Center.

#### 2.3 Mayor's Office – (Please see Exhibit C for details.)

- Business cards shall be printed 1 sided. Stock shall be 80# Sirius, Neenah Starwhite Cover.
- Envelopes are not required for the Mayor's office.
- Printed letterhead shall be 70# Sirius Starwhite Text. Letterhead shall include the City of Round Rock logo with header and footer.

#### 2.4 All City Departments – (Please see Exhibit D for details.)

- Business card stock shall be 80# Sirius, 15PT. Neenah Starwhite Cover. Business cards shall include the City of Round Rock logo with employee's name, title, phone numbers, and fax numbers, etc.
- Printed envelopes:
  - Envelope shall be Business A-10. Stock shall be 24# Sirius, Neenah Starwhite.
  - o City departments will also require a 10 x 13 envelope. Stock shall be 24# Sirius. Neenah Starwhite
  - o Envelopes shall include the City of Round Rock logo and Department name with return address.
- Printed letterhead stock shall be 70# Sirius, Neenah Starwhite Text. Letterhead shall include the City of Round Rock logo with header and footer.
- 2.5 All Business cards, envelopes and letterhead referenced in 2.1 thru 2.4 shall be printed using off-set printing.

#### 3. Contractor's Responsibilities

Successful Respondent shall:

3.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;

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#### Exhibit "A"

- 3.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 3.3 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.
- 4. DELIVERY REQUIREMENTS: Respondent shall deliver the printing within seven (7) to ten (10) calendar days after receipt of the order. Delivery shall be to specified destination on Purchase Request. All deliveries shall be within the City limits. Cost of delivery shall be included in the Bid cost. Cost of delivery shall not be billed separately.

#### 5. PACKAGING:

- 5.1 Business Cards One box of 250 or one box of 500 business cards.
- 5.2 Envelopes One box shall contain 500 envelopes.
- 5.3 Letterhead One box shall contain 1,000 letterhead sheets.
- 5.4 Vendor to specify any minimum order requirements for each item.
- 6. **PRINTING SERVICES:** Respondent is directed to Attachments A, B, and C and Exhibits A, B, C and D for specific guidelines to be used in the printing of business cards, envelopes, and letterhead.
  - **6.1 ARTWORK:** City shall provide successful Respondent a digital file of any necessary artwork. Successful Respondent shall provide typesetting and layout services as needed.

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## Exhibit "A" ATTACHMENT A BID SHEET

1. <u>ATTACHMENT A – BID SHEET</u> is posted in Solicitation Documents for IFB No. 17-027 Printed Business Cards, Envelopes and Letterhead in an Excel format on the City of Round Rock website at:

https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/

- 1.1 To be considered responsive, Attachment A Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline date indicated in Part I, Section 4 Schedule of Events.
- 1.2 The Respondent, by submitting and signing Attachment A Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above, including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3 To do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <a href="https://roundrock.munisselfservice.com/Vendors/default.aspx">https://roundrock.munisselfservice.com/Vendors/default.aspx</a>.
- 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
- 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.
- 1.6 The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms and conditions outlined in this solicitation.

## Attachment Albertanee Cards Envelopes and Letter

### Printed Business Cards, Envelopes and Letterhead IFB-No. 18-004

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 17-027 Printed Business Cards, Envelopes and Letterhead. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: The City reserves the right to award each Section (A-C) separately. All items must be quoted within a section in order to be considered responsive. The City reserves the right to purchase more or less than the quantities indicated below.

Pricing costs below shall include set-up, off-set printing production and delivery. No separate line items shall be invoiced.

#### **SECTION A - POLICE DEPARTMENT**

No.	Description	Annual Estimated Quantity	Unit	Unit Cost		E	xtended Total
1	Business Cards- Double Sided - Police Department - (Box of 250)	150	Box	s	22.00	s	3,300.00
2	Business Cards- Double Sided - Police Department - (Box of 500)	150	Box	s	27.00	s	4,050.00
3	Envelopes - Standard #10 - Police Department - (Box of 500)	15	Вох	\$	135.00	s	2,025.00
	Annual Total					s	9,375.00

#### **SECTION B - SPORTS CENTER**

No.	Description	Annual Estimated Quantity	Unit	Unit Cost		Unit Cost Extended Total	
4	Business Cards- Double Sided - Sports Center -(Box of 500) 16pt not recycled	10	Вох	s	27.00	s	270.00
5	Envelopes - Standard #10 - Sports Center -(Box of 500)	1	Вох	\$	130.00	s	(149.00
	Annual Total					s	419.00

### 130 400

#### SECTION C - MAYOR'S OFFICE AND ALL CITY DEPARTMENTS

No.	Description	Annual Estimated Quantity	Unit	U	Unit Cost Extended		Extended Total
6	Letterhead - Header and Footer - Mayor's Office - (Box of 1000)	7	Вох	s	135.00	\$	945.00
7	Large Envelope - 10x13 - All City Departments (Box of 500)	7	Box	\$	194.00	s	1,358.00
8	Business Cards - Single Sided - All City Departments and Mayor's Office - (Box of 250)	260	Вох	s	22.00	s	5,720.00
9	Business Cards - Single Sided - All City Departments and Mayor's Office - (Box of 500)	260	Вох	s	27.00	s	7,020.00
10	Envelopes - Standard #10 - All City Departments -(Box of 500)	100	Box	s	135.00	s	13,500.00
11	Letterhead - Header - All City Departments - (Box of 1000)	50	Box	s	135.00	\$	6,750.00
	Annual Total					s	35,293.00

COMPANY NAMEEagle office Products	
SIGNATURE OF AUTHORIZED REPRESENTATIVE: MM Hoffen	_
PRINTED NAME:Jay Hoffman	
PHONE NUMBER:512-388-1188	
EMAIL ADDRESS:Jay@eagleop.com	

City of Round Rock
PRINTED BUSINESS CARDS, ENVELOPES, AND LETTER FOR IDIT "A"
IFB No. 17-027

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#### ATTACHMENT B: BIDDERS REFERENCE SHEET

#### PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

	SITATION NUMBER: $18$	
RESP	ONDENT'S NAME: $\underline{\mathrm{Eag}}$	gle Office Products/Jay Hoffman DATE: 2018-01-29
agence last two award	ies or firms of comparat (o (2) years. City of Ro	elephone number and <b>E-MAIL</b> of at least three (3) valid Municipal, Government ble size that have utilized services that are similar in type and capacity within the und Rock references are not applicable. References may be checked prior to be confirmed or if any negative responses are received it may result in the
1.	Company's Name	Workforce Solutions Rural Capital Area
	Name of Contact	Sam Greenlees
	Title of Contact	EO Officer / Project Support Specialist
	E-Mail Address	sam.greenlees@ruralcapital.net
	Present Address	575 Round Rock Ave, Ste H240
74	City, State, Zip Code	Round Rock, TX 78681
	Telephone Number	( 512 ) 756-6769x1113 Fax Number: ( 512) 218-2356
2.	Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number	Round Rock Police Department  Martina Drawbaugh  Administrative Support  mdrawbaugh@roundrocktexas.gov  2701 N Mays  Round Rock, TX 78665  ( 512 ) 218-5534 Fax Number: ( )
3.	Company's Name	Round Rock Utility Billing
	Name of Contact	Irma Mendoza
	Title of Contact	Utility Billing Manager
	E-Mail Address	imendoza@roundrocktexas.go
	Present Address	221 Main
	City, State, Zip Code	Round Rock, TX 78664
	Telephone Number	( 512 ) 218-5456

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

#### Exhibit "A"



## CITY OF ROUND ROCK INVITATION FOR BID (IFB) PRINTED BUSINESS CARDS, ENVELOPES AND LETTERHEAD

IFB No. 18-004

Addendum No. 1

Date of Addendum: 01/22/18

Addendum No. 1, dated January 22, 2018 is being issued to respond to all questions submitted by the deadline on January 16th, @ 3:00 p.m. for IFB No.18-004 – Printed Business Cards, Envelopes and Letterhead, as outlined below:

#### **Section A: Questions and Answers**

1. Question: For the Sports Center, is 15 pt. recycled mandatory?

Answer: No. Exhibit B – Sports Center item 14 is amended to 16 pt. smooth stock. All recycled paper with satin matte finish is hereby removed.

Question: For the Sports Center, you specify printing in CMYK, but also specify Pantone colors. This is inconsistent.

Answer: Exhibit B - Sports Center items 14 and 15 - printing will be offset on Pantone colors or with CMYK equivalent.

Question: For the Mayor's Office, you specify printing in CMYK, but also specify Pantone colors. This is inconsistent.

Answer: Exhibit C - Mayor's Office items 14 and 16 - printing will be offset with Pantone colors or with CMYK equivalent.

4. Question: For all City Departments, you specify printing in CMYK, but also specify Pantone colors. This is inconsistent.

Answer: Exhibit D – All City Departments items 15, 16 and 17 -printing will be offset with Pantone colors or with CMYK equivalent.

#### Section B: Addendum to Exhibits

- 1. Exhibit A Police Department Page 1 Item 13 Printed Envelopes have been amended to: Printed envelopes shall be a Business #10. For envelope Stock shall be a 24# smooth white stock. Text Colors shall be Pantone 288, Pantone 1805 and Pantone 288-80%. Envelopes shall include the City of Round Rock logo and department names with return addresses.
- 2. Exhibit B Sports Center Page 1 Item 14 Printed Business Cards have been amended to: Printed business cards shall be printed on 16 pt. smooth white stock. They shall be printed offset on Pantone Colors or with CMYK equivalent. Recycled paper is not required. Cover colors shall be Pantone 288, Pantone 1805 and Pantone 288-80%. Business Cards shall include the City of Round Rock logo with employee's name, title, phone numbers, and fax numbers, etc.

Page 1 of 2

#### Exhibit "A"

- 3. Exhibit B Sports Center Page 1 Item 15 Printed Envelopes have been amended to: Printed envelopes shall be a Business #10. Stock shall be a 24# smooth white stock. They shall be printed offset on Pantone colors or with CMYK equivalent. Text Colors shall be Pantone 288, Pantone 1805 and Pantone 288-80%. Envelopes shall include the City of Round Rock logo with Department name and return addresses.
- 4. Exhibit C Mayor's Office Page 1- Item 14 Printed Business Cards have been amended to: Printed business cards shall be 16# smooth white stock. They shall be printed offset on Pantone colors or with CMYK equivalent. Cover colors shall be Pantone 288, Pantone 1805 and Pantone 288-80%. Business Cards shall include the City of Round Rock logo with employee's name, title, phone numbers, and fax numbers, etc.
- 5. Exhibit C Mayor's Office Page 1- Item 16 Printed Letterhead has been amended to: Printed letterhead shall be 70# smooth white stock. They shall be printed offset on Pantone colors or with CMYK equivalent. Cover Colors shall be Pantone 288, Pantone 1805, and Pantone 288-80%. Letterhead to include the City of Round Rock logo and Department name with header and footer.
- 6. Exhibit D All City Departments Page 1 Item 15 Printed Business Cards have been amended to: Printed business cards shall be 16# smooth white stock. They shall be printed offset on Pantone colors or with CMYK equivalent. Cover colors shall be Pantone 288, Pantone 1805 and Pantone 288-80%. Business Cards shall include the City of Round Rock logo with employee's name, title, phone numbers, and fax numbers, etc.
- 7. Exhibit D All City Departments Page 1 Item 16 Printed Envelopes have been amended to: Printed envelopes shall be a Business #10. Stock shall be 24# smooth white stock. They shall be printed offset on Pantone colors or with CMYK equivalent. Department will also require a 10 x 13 envelope. Text Colors shall be Pantone 288, Pantone 1805 and Pantone 288-80%. Envelopes shall include the City of Round Rock logo and Department name with return addresses
- 8. Exhibit D All City Departments Page 1 Item 17 Printed Letterhead have been amended to: Printed letterhead shall be 70# smooth stock. They shall be printed offset on Pantone colors or with CMYK equivalent. Cover Colors shall be Pantone 288, Pantone 1805, and Pantone 288-80%. Letterhead to include the City of Round Rock logo with header and footer.

Approved by:

Oscar Wise, Purchaser

Date: 1/22/18

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation. All other terms and condition remain the same.

ACKNOWI EDGED

Eagle Office Producto

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

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