



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB CRR0208

COMMODITY/SERVICE DESCRIPTION: Citywide Printing Services

DATE ISSUED: August 29, 2016

PRE-BID CONFERENCE TIME AND DATE: Wed, September 7, 2016 at 3:00-4:00pm

REQUISITION NO.: 16080500619

LOCATION: 124 W. 8th St., 3rd FL Conference Room, Austin, TX 78701 or conference call in: (512) 974-9300 Code#895571

COMMODITY CODE: 96600

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID DUE PRIOR TO: September 13, 2016 at 2:00 pm

Claudia Rodriquez
Sr. Buyer
Phone: (512) 974-3092
E-Mail: ClaudiaR.Rodriquez@austintexas.gov

BID OPENING TIME AND DATE: September 13, 2016 at 2:15 pm

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Jonathan Dalchau
Sr. Buyer Specialist
Phone: (512) 974-2938
E-Mail: Jonathan.Dalchau@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CRR0208	Purchasing Office-Response Enclosed for Solicitation # CRR0208
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor 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 provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION/SCOPE OF WORK	6
0600	BID SHEET – Must be completed and returned with Offer	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, 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 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.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, 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.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office in writing to ClaudiaR.Rodriguez@austintexas.gov by Thursday, September 8, 2016.

2. **INSURANCE:** Insurance is required for this solicitation.

- A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$ 100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. DELIVERY REQUIREMENTS:

Location: See Purchase Order	Days:

- A. Delivery is to be made within 3 calendar days (for printing jobs) and 5 calendar days for business cards after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	See Purchase Order
Attn:	
Address	
City, State Zip Code	

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

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8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. 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 submit as part of their 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.
- B. 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.
- C. 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.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

9. SAMPLES – REPRESENTATIVE:

- A. The Offeror shall submit a representative sample of the goods to be provided per 0600 –Bid Sheet line items 72, 76, 78, 79, 80, 82, 84 and a print job including 24# white paper, in full color, bound, 10 pages. These samples shall be provided within 5 working days after request by the City. At a minimum, the representative sample shall reflect the following:

Print quality, color quality, paper quality, sustainable inks, and overall quality

- B. Send samples to the City at the following address:

City of Austin	
Department	Purchasing Office
Address	124 W. 8 th St. 3 rd FL
City, State Zip Code	Austin, TX 78701
Attn:	Samples for CRR0208-Claudia Rodriguez

- C. The Offeror must also submit with the sample a statement from the manufacturer that guarantees the goods will be manufactured in accordance with the City specifications and that delivery requirements will be met. Failure to do so may subject the Offer to disqualification from consideration for award.
- D. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- E. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

Samples will be evaluated or tested as follows: Visual inspection of quality of paper, ink, and design.

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SUPPLEMENTAL PURCHASE PROVISIONS**

10. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

11. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

12. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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SUPPLEMENTAL PURCHASE PROVISIONS**

13. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

14. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 8 percent (8%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

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- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: PCU323---323---	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Printing and related support activities	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
16. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

17. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

To be provided to awarded contractor.

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK (SECTION 0500)
CITYWIDE PRINTING SERVICES
SOLICITATION NO.: IFB CRR0208
REVISION #1**

1. **Purpose**

The City of Austin (City) seeks to establish a contract with one or more Contractors for a variety of printing services that include but not limited to: flat-sheet black/white and color printing, business cards, and envelopes. The contract shall also include other printing related services such as binding, laminating, print-mail services, etc.

The contract will be utilized by all City departments; the City may add or remove services as needed throughout the term of this contract. Any services that have been omitted from this specification which are clearly necessary or in conformance with the services identified herein, shall be considered a requirement although not directly specified or called for in this scope of work.

2. **Background**

The City currently has multiple contracts for various printing related services. In an effort to reduce administrative costs, acquire better pricing and incorporate more sustainable printing practices, the City has chosen to consolidate its printing needs here.

3. **Contractor Qualifications**

3.1 Required Qualifications:

Contractor Shall:

- 3.1.1 Have a minimum of three (3) years' of continuous experience performing printing services in similar scope and size prior to this solicitation.
- ~~3.1.2 Have and operate a full-time, permanent business address located within the Austin city limits with the ability to be reached by email and telephone.~~
- 3.1.2 **Have and operate a full-time, permanent business address located within 30 miles of the State of Texas Capitol, with the ability to be reached by email and telephone.**
- 3.1.3 Have the ability to utilize 100% post-consumer content for all printing requests under this contract. The paper utilized on this contract shall be chlorine and acid free and Forestry Stewardship Council (FSC) certified, if available. If the content is not available in 100% post-consumer or FSC certified, the department shall provide written approval to use less desirable content.

3.2 Preferred Qualifications (non-required):

Contractor Shall:

- 3.2.1 Use and provide information about the ENERGY STAR-certified printing equipment for all types of equipment where ENERGY STAR-certified products are available. Additionally, contractors shall use ENERGY STAR settings as the default for all ENERGY STAR equipment.
- 3.2.2 Use and provide information about the use of vegetable-based, soy-based, and/or low-VOC ink used in any printing services.
- 3.2.3 Utilize and provide information about the use of packaging that minimizes or eliminates the use of disposable containers and/or incorporates recycled content. For example, where appropriate, vendor packaging using reusable crates or reusable pallets is preferred over boxed packaging. For corrugated cardboard packaging (also known as containerboard packaging), the City of Austin encourages vendors to use versions that contain a minimum of 25% by weight of post-consumer materials.

**CITY OF AUSTIN
SCOPE OF WORK (SECTION 0500)
CITYWIDE PRINTING SERVICES
SOLICITATION NO.: IFB CRR0208
REVISION #1**

4. Contractor Responsibilities

4.1 Online Ordering System

- 4.1.1 The Contractor shall provide and maintain an online order system to be utilized by the City in order to place printing orders. The ordering system shall be user friendly, easy to navigate, and shall include the following:
- 4.1.1.1 Requesting department information
 - 4.1.1.2 Delivery information
 - 4.1.1.3 Payment information including the capacity to make payments with credit cards, specifically with the capability to accept MasterCard
 - 4.1.1.4 No fees, surcharges, or taxes shall be applied no City credit card payments
 - 4.1.1.5 Ability to upload documents to print
 - 4.1.1.6 Calculated total cost of each project
 - 4.1.1.7 A PDF file or similar file of the final product online for proofing/approving by the requesting department. The final proof shall be approved by the department before the Contractor begins work on the project.
- 4.1.2 The Contractor shall provide City staff with the authority to modify existing users, add new users, remove users, add locations, and remove locations to the online ordering system as requested.
- 4.1.3 The Contractor shall provide an initial training for the online order system, and provide ongoing training for new users as requested by the City; such training can be web based training in lieu of in person instructional training. The City anticipates ongoing training to happen quarterly.
- 4.1.4 The Contractor shall be able to receive orders placed through customer service by phone, email, or in person.

4.2 Deliveries/Packaging

The Contractor shall:

- 4.2.1 Deliver completed printing projects within three business days from submitting and approving the release of the order to the Contractor.
- 4.2.2 Deliver business card orders within five business days from the order date.
- 4.2.3 Deliver rush orders for printing projects within one business day from the submitted order date. A rush order is defined as an order that will need to be expedited, printed, and returned in the requested timeframe. The Contractor may charge a Rush Order Fulfillment Charge as indicated on Section 0600 – Bid Sheet.
- 4.2.4 Deliver rush orders for business cards within three business days from the order date.
- 4.2.5 Deliver orders to the address specified on the order submitted by the department. The department may provide a departmental purchase order showing appropriate delivery and billing addresses.
- 4.2.6 Furnish shipping containers appropriate for the printing project request that is of sufficient

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strength and construction to protect the contents under ordinary conditions and handling.

4.2.7 Pack the products into suitable shipping containers.

4.2.7.1 Include cardboard dividers to prevent shifting in the container, as needed or as requested by the City.

4.2.7.2 Each container shall not exceed 45 pounds when fully packed.

4.2.7.3 Label each carton with the purchase release number, name of work, requesting department, department address and name of contact person.

4.2.8 Provide finished size/packaging, for business cards in trim-square, occasional +/- 1/64" variation. Each name order shall be boxed individually with a printed card on outside of box for easy identification and distribution.

4.3 **Work Quality**

4.3.1 Late Deliveries –The Contractor shall not deliver regular jobs late; three late deliveries in a month's time may result in escalated corrective actions.

4.3.2 Failure to Replace Defective Goods – The Contractor shall not deliver poor quality products or fail to replace poor quality products with an acceptable quality product within one business day (or at a time mutually agreed to between the Contractor and the requesting department). Three occurrences during the term of the contract may result in escalated corrective actions.

4.3.3 Poor Quality – The Contractor shall not deliver poor quality products. Three occurrences in a month's time may result escalated corrective actions, even if replaced with acceptable quality products.

4.4 **Artwork files**

The Contractor agrees that all artwork created as a deliverable under this contract shall be work made-for-hire and the Contractor shall relinquish, transfer, and assign all rights of the property to the City. The City shall retain ownership and property rights to the artwork provided to the Contractor for use in executing requests in this contract. The Contractor shall not use City artwork for any other purposes unless specifically directed by the City.

The Contractor shall:

4.4.1 Return all City artwork or project files to the requesting department upon delivery of work. No payments shall be made until all associated artwork/files are returned/provided to the City.

4.4.2 Be responsible for advising requesting departments prior to beginning service if the artwork/files furnished to Contractor are of an inferior quality and will not meet industry quality standards.

4.4.3 Design services upon request by the department. The City anticipates most print jobs will not require design services from the Contractor.

4.4.3.1 Final design work will become property of the City and shall be transferred to the City in the acceptable electronic format requested by the department or, if not indicated by the department, in an electronic format that meets or exceeds industry standards. (See Section 0400-Supplemental Purchase Provisions-"Ownership and Use of Deliverables".)

4.4.3.2 Final design work shall not be made available to any other customer, person, or

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company/firm that is outside of the awarded contract.

- 4.4.4 Have the ability to print directly from digital originals or digital data files.
- 4.4.5 Perform printing to meet industry standards or as defined in ISO 12647 Graphic technology - Process control for the production of half-tone color separations, proof and production prints -- Part 1 through 8.

5. Flat Sheet Printing Requirements

The Contractor shall:

- 5.1 Provide flat sheet printing services to include, but not limited to the following services:
 - 5.1.1. Black/white and color copying/printing services
 - 5.1.2. Finishing/Binding: Plastikoil, GBC, Tape, Perfect or Booklet.
 - 5.1.3. Collating/stapling up to a maximum of 70 originals, with one or two staples, as requested.
 - 5.1.4. Drilling with two or three 1/4" to 5/16" diameter holes.
 - 5.1.5. Folding to size, one, two or three folds per sheet, in any standard fold (i.e., single, French, letter, accordion, half accordion and gatefold).
- 5.2 Have the ability to print on one side or two sides (head to head or head to foot) of the printing stock in black or color ink.
- 5.3 Be able to provide the stock, quantity, work details, as indicated on each order as provided by the department.

6. Envelopes Requirements

The Contractor shall:

- 6.1. Provide printing services for envelopes purchased through the Contractor or envelopes directly provided by the City.
- 6.2. Provide printing on envelopes with or without windows, in various sizes, and various colors as requested by the department.
- 6.3. Provide envelope printing services in color or black and white as requested by the department.

7. Forms Requirements

The Contractor shall:

- 7.1. Provide forms printing services as needed in various quantities and in various size packs ranging from 25-200 forms per pack. The department will provided a sample form or, for new forms, a mock or draw up of the form prior to printing.
- 7.2. Not keep stock of any of the City's forms. All forms shall be printed on demand
- 7.3. Obtain final proof approval from the department prior to printing.

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- 7.4. Shrink wrap, box, and or pad forms in individual packages.
- 7.5. Provide assistance and/or design services (upon request) to departments requiring revisions of existing forms.

8. Business Card Requirements

The Contractor shall:

- 8.1. Provide 3.5" x 2" business cards, unless otherwise requested by the department.
- 8.2. Provide business cards on Neenah Paper, Environment, PC 100 White 80# cover weight. This card stock is recycled fine paper (100% post-consumer when available), or approved equivalent.
- 8.3. Provide soy-based ink, or approved equivalent.
- 8.4. Create a business card shell for each type of logo, preprinted with PMS colors, as per samples and overprinted as requested by department.
- 8.5. Provide shell proofs online at no charge for the requestor to review prior to placing the order.
 - 8.5.1. All new shell proofs must be approved by the City's Public Information Office (512) 974-7270.
 - 8.5.2. Provide revisions to the shell proofs at no additional charge to the City.
- 8.6. Provide all shells in a transferrable electronic format to the City, upon close out of this contract.
- 8.7. Provide business card shells for this contract within 21-days from the contract award date to the City for approval.
- 8.8. Provide business cards to be ordered in lots of 250 each, 500 each, or as mutually agreed to between the Contractor and City.

9. Seals and Logos Requirements

The Contractor shall:

- 9.1. Provide new or additional seals, logos, or requested changes as needed by the departments. A one-time setup charge for any new or additional seal, logo, or changes may be charged in addition to the contractual charge for a like printed item (one color, two colors, etc.).
- 9.2. Set-up cost for any new artwork shall not include text changes. Cost shall apply only to new shells for seals, logos, and/or format changes of artwork.
- 9.3. All changes shall be approved in writing by the department. The requesting department will be responsible for obtaining and submitting this approval with the request for new artwork.

10. City's Responsibilities

The City will:

- 10.1. Provide all necessary digital art for logos and seals.
- 10.2. Provide the Contractor with a list of departmental contacts.
- 10.3. Provide the Contractor with a list of personnel authorized to place orders.

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- 10.4. Provide the Contractor with artwork as needed for special projects in the format requested. All artwork remains the property of the City of Austin.
- 10.5. Provide a list of users needing logins to the online ordering system.
- 10.6. Provide a list of users who can perform online access changes.
- 10.7. Reserves the right to reject any printing deemed unsatisfactory by the respective department at no additional cost to the City.
- 10.8. Review Contractor quotes and provide a purchase order authorizing the Contractor to begin the printing projects.

11. Deliverables

Deliverables/ Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Online Ordering System	Contractor shall provide and maintain an online order system.	Within 1 Week of Contract Award	100% Compliance	4.1.1.
Late Deliveries	No more than 3 late deliveries in a month	Monthly	Less than 3 Late Orders per Month	4.3.1.
Defective Goods	No more than 3 defective orders deliveries during the contract term. Defective orders shall be replaced in 1 day.	Contract Term / 1 Day replacement	Less than 3 Defective Deliveries per Contract Term	4.3.2.
Poor Quality	No more than 3 deliveries with poor quality in a month	Monthly	Less than 3 poor quality orders per Month	4.3.3.
Returned Artwork	Return all original, modified, and created artwork with the printing deliverables	Per order	100% Compliance	4.4.1.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	CRR0208
PROJECT NAME:	Citywide Printing Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	CRR0208
PROJECT NAME:	Citywide Printing Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____