



REQUEST FOR QUOTES

The City of Keller, Texas (the City) is soliciting quotes for **Printing Services**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Request for Quotes.

RFQ Due Time/Date: 2:00 p.m., Wednesday, May 25, 2022

Designate on the front, lower left-hand corner of your response, the following:

RFQ Number: 22-018
Subject: Printing Services
SAMPLES AVAILABLE UPON REQUEST TO KARLA PARKER,
PURCHASING AGENT AT 817-743-4030 OR kparker@cityofkeller.com

RFQ Mailing: City of Keller
Address: Purchasing Agent
P.O. Box 770
Keller, Texas 76244

RFQ Courier: City of Keller
Delivery address: Purchasing Agent
1100 Bear Creek Pkwy.
Keller, Texas 76248

Email: kparker@cityofkeller.com.

For convenience, please enter quote on this cover page and include with your quote

Total Cost Section 1: Per 250 Per 500 Per 1,000 Per 2,500
\$ _____ \$ _____ \$ _____ \$ _____(dollars)

Price Per Price Per Price Per Price Per
5,000 10,000 15,000 20,000
Receipts Receipts Receipts Receipts
(100 Books) (200 Books) (300 Books) (400 Books)

Total Cost Section 2: \$ _____ \$ _____ \$ _____ \$ _____(dollars)

Art Work/Typeset (One Time Fee – City of Keller) \$ _____(dollars)

Art Work/Typeset (One Time Fee – The Keller Pointe) \$ _____(dollars)

Art Work/Typeset (One Time Fee – Police Department) \$ _____(dollars)

***** THIS PAGE MUST BE COMPLETED OR THE RFQ WILL BE REJECTED *****

CONTRACTOR INFORMATION:

Company name

Company representative signature

Address

Company representative printed name

City, State & Zip

Title

Telephone number

Date

Email

OFFICIAL SIGNATURE PAGE

***** THIS PAGE MUST BE COMPLETED OR THE RFQ WILL BE REJECTED *****

SCOPE: It is the intent of the City of Keller to obtain printing services for sequential annual printing needs. All printing will be on the same color, quality (bond, thickness) of paper, and have same quality printing as the samples attached. The coloring of green ink to be used for the City of Keller logo is Pantone 356U (for uncoated paper) or Pantone 349C (for coated paper). The coloring for the Keller Pointe logo is PMS 646 and Cool Gray 4/8.

RFQ FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Acknowledgement Of Insurance Requirements	_____X_____	_____
2. References	_____X_____	_____
3. Signature Page	_____X_____	_____
4. Conflict of Interest Questionnaire	_____X_____	_____

**USE THIS FORM ONLY
RFQ SHEET
PRINTING SERVICES**

SECTION 1

Sample No.	Description	Price Per 250	Price Per 500	Price Per 1,000	Price Per 2,500
1	Business Cards (City of Keller – Starwhite Tiara)	\$ _____	\$ _____	\$ _____	\$ _____
2	Business Cards (City of Keller-Starwhite Tiara, Two Sided – Public Works)	\$ _____	\$ _____	\$ _____	\$ _____
3	Business Cards (The Keller Pointe)	\$ _____	\$ _____	\$ _____	\$ _____
4	Business Cards (The Police Department)	\$ _____	\$ _____	\$ _____	\$ _____
5	Public Works Cards (Two Sided, Starwhite Tiara)	\$ _____	\$ _____	\$ _____	\$ _____
6	All Access Pass (Keller Pointe, 2 X 3 ½, 2 Sided)	\$ _____	\$ _____	\$ _____	\$ _____
7	Department Letterhead (8.5 X 11, Starwhite Tiara)	\$ _____	\$ _____	\$ _____	\$ _____
8	Blank Paper (2 nd Page) Starwhite Tiara SAMPLE NOT AVAILABLE	\$ _____	\$ _____	\$ _____	\$ _____
9	Department #10 Envelopes (City of Keller, Starwhite Tiara)	\$ _____	\$ _____	\$ _____	\$ _____
10	Department #10 Envelopes (The Keller Pointe, Starwhite Tiara)	\$ _____	\$ _____	\$ _____	\$ _____
11	5x3 “Enter Stolen Vehicle Record” Card (Peach, 2 sided)	\$ _____	\$ _____	\$ _____	\$ _____
12	5x3 “Stolen Article Record” Card (Pastel Yellow)	\$ _____	\$ _____	\$ _____	\$ _____

***** THIS PAGE MUST BE COMPLETED OR THE RFQ WILL BE REJECTED *****

Sample No.	Description	Price Per 250	Price Per 500	Price Per 1,000	Price Per 2,500
13	5x3 "License Plate Entry" Card (Hot Pink)	\$ _____	\$ _____	\$ _____	\$ _____
14	5x3 "Gun Entry" Form (Off White)	\$ _____	\$ _____	\$ _____	\$ _____
15	5x3 "Boat Entry" Card (Lt Blue)	\$ _____	\$ _____	\$ _____	\$ _____
16	5x3 Field Contact Card (Yellow, 2 Sided)	\$ _____	\$ _____	\$ _____	\$ _____
17	5x3 Field Contact Card (White, 2 Sided)	\$ _____	\$ _____	\$ _____	\$ _____
18	5x3 Enter Missing Person Record (Green, Two Sided)	\$ _____	\$ _____	\$ _____	\$ _____
19	3x6 "Maintenance Required" Tag (3 Part, Carbonless, White, Yellow & White, 1 hole punch @ top in center)	\$ _____	\$ _____	\$ _____	\$ _____
20	4.25x11 Keller Police Dept. Door Hanger (Florescent Green with 1 hole @ top in center)	\$ _____	\$ _____	\$ _____	\$ _____
21	4.25x11 Keller Police Dept. Door Hanger (Hot Pink with 1 hole @ top in center)	\$ _____	\$ _____	\$ _____	\$ _____
22	4.25x11 Keller Police Dept. Needs Your Help (Yellow, Two Sided)	\$ _____	\$ _____	\$ _____	\$ _____
23	4.25x11 Utility Dept. Maintenance (Lime Green with 1 hole @ top in center)	\$ _____	\$ _____	\$ _____	\$ _____
24	4.25x11 Utility Dept. Maintenance (Blue with 1 hole @ top in center)	\$ _____	\$ _____	\$ _____	\$ _____

***** THIS PAGE MUST BE COMPLETED OR THE RFQ WILL BE REJECTED *****

Sample No.	Description	Price Per 250	Price Per 500	Price Per 1,000	Price Per 2,500
25	5.5x8.5 Tow in Record Form (3 Part, Carbonless, White, Yellow & Pink)	\$_____	\$_____	\$_____	\$_____
26	Hold Order for Stolen Merchandise (Police Dept., 3 Part, Carbonless, White, Yellow, Pink)	\$_____	\$_____	\$_____	\$_____
27	Schedule of Seized Property (8.5x11, 3 Part, Carbonless, White, Yellow and Pink)	\$_____	\$_____	\$_____	\$_____
28	Keller Pointe Membership Cancellation Form (8.5x11, 2 Part, Carbonless, White, Yellow and Pink)	\$_____	\$_____	\$_____	\$_____
29	Keller Pointe Program Incident Report (8.5x11, 3 Part, Carbonless, White and Yellow, No hole punches)	\$_____	\$_____	\$_____	\$_____
30	Keller Pointe Field Trip Roster (8.5x11, 2 Part, Carbonless, White and Yellow)	\$_____	\$_____	\$_____	\$_____
31	Keller Pointe Discipline Report (8.5x11, 5 Part, Carbonless, White, Light Green, Yellow, Pink and Gold)	\$_____	\$_____	\$_____	\$_____
32	Keller Pointe Courtesy Card (6x8 ½ Folded in Half)	\$_____	\$_____	\$_____	\$_____
TOTAL COST-SECTION 1		\$_____	\$_____	\$_____	\$_____

***** THIS PAGE MUST BE COMPLETED OR THE RFQ WILL BE REJECTED *****

SECTION 2

Sample No. Description	Price Per 5,000 Receipts (100 Books)	Price Per 10,000 Receipts (200 Books)	Price Per 15,000 Receipts (300 Books)	Price Per 20,000 Receipts (400 Books)
---------------------------	---	--	--	--

33	Receipt Books (3 Part, Carbonless, White, Yellow & Pink, 50 per book)	\$ _____	\$ _____	\$ _____	\$ _____
----	---	----------	----------	----------	----------

TOTAL COST-SECTION 2 \$ _____ \$ _____ \$ _____ \$ _____

Art Work/Typesetting (One Time Fee – City of Keller) \$ _____

Art Work/Typesetting (One Time Fee-The Keller Pointe) \$ _____

Art Work/Typesetting (One Time Fee-Police Department) \$ _____

RECEIPT BOOKS LISTED IN THIS RFQ SHALL BE MANILA, WRAP AROUND STYLE WITH DIVIDER TO INSERT BETWEEN FORMS

***** THIS PAGE MUST BE COMPLETED OR THE RFQ WILL BE REJECTED *****

INSTRUCTIONS TO BIDDERS

Terminology - Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).

1. RFQ INSTRUCTIONS

A. Completed RFQs will be received until 2:00 p.m. Wednesday, May 25, 2022 by e-mail to kparker@cityofkeller.com or through the City of Keller e-bid system. RFQ responses received after the closing time and date will not be considered.

B. The City will not release any information of Vendor's who have received the RFQ Specifications until such RFQs have been awarded.

**C. RFQS WILL REFLECT PRICING AS PER SAMPLE DOCUMENTS.
SAMPLES WILL BE PROVIDED UPON REQUEST.**

D. Please provide pricing on each item, as RFQ will be awarded to one vendor.

2. SIGNATURES

All RFQ responses must be signed by an authorized representative of the Contractor. Unsigned RFQ responses will not be considered under any circumstances. Signatures on all RFQ responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Request for Quotes and RFQ Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. DEVIATIONS BETWEEN RFQ SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all RFQ specifications and operational requirements. Should the products/services fail to meet the specifications as required in the RFQ, Contractor agrees that the City may elect to do one of the following:

A. Reject the RFQ and void the purchase as to any and all RFQ items;

- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

4. **RFQ AWARD/EVALUATION CRITERIA**

- A. The City reserves the right to reject any or all RFQs, in whole or in part; to waive any informality in any RFQ; and to accept the RFQ which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award RFQs by item, combination or groups of items, or total RFQ. **Vendors submitting on an "All or None" basis must so indicate on the RFQ.**
- B. The RFQ award shall be based on, but not necessarily limited to, the following factors:
 - a) total price
 - b) special needs and requirements of the City
 - c) results of reference checks
 - d) Contractor's past performance with the City
 - e) City's evaluation of Contractor's ability to perform
- C. RFQs do not become contracts until they are awarded and accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The bidder may also be required to give a past history and in order to satisfy the City of Keller in regard to the bidder's qualifications. The City of Keller reserves the right to reject any RFQ if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Keller that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:
 - 1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
 - 2. The ability of the bidder to perform the work promptly or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; and
 - 4. The quality of performance on previous contracts or work.

- E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a RFQ. Such expenses shall be borne exclusively by the bidder.

5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Karla Parker, Purchasing Agent (817) 743-4030 or Pamela McGee, Assistant Director of Finance (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the RFQ request to be acceptable to all Contractors in all respects.

6. **EXCEPTIONS/ALTERNATES TO RFQ**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the RFQ, guaranteeing authenticity. Any exceptions or alternates to the RFQ are to be clearly indicated on the page entitled, **“EXCEPTIONS/ALTERNATES TO RFQ 22-018”** Any exceptions/alternate from specifications and alternate RFQ must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to RFQ may or may not be considered by the City.

Changes prior to opening of RFQ must be submitted before the opening deadline. Changes must be noted on the outside of the RFQ envelope as follows: **“Changes to RFQ #22-018”**

7. **RFQ WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to RFQ for any reason or to reject any and all RFQs, or parts of all or any specific RFQ or RFQs. The City further reserves the right to accept part or all of any specific RFQ or RFQs, or any combination of RFQs, and to accept any RFQ or RFQs with or without trade-in.

After opening, bidders shall not be allowed to withdraw their RFQs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the RFQ. Such request shall be received by the City within 1day after opening. If permitted to withdraw its RFQ, the bidder shall not supply any

material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, bidders may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

8. LATE RFQS

RFQs received after the official RFQ opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the RFQ.

9. PRICES HELD FIRM

A. All prices quoted shall remain firm for the first twelve (12 months) of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.

B. Each RFQ shall be valid for one hundred twenty (120) calendar days after the opening date of the RFQ and shall constitute an irrevocable offer to the City of Keller for the 120 calendar day period. The 120 calendar day period may be extended by mutual agreement of the parties.

10. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. SAMPLES

Samples of items, when required, must be furnished to the City at no cost and if Contractor has not requested the return of the samples within thirty (30) days from the RFQ opening date, the samples may be either kept by or disposed of by the City.

12. QUANTITIES

A. To assist in establishing a total RFQ amount for RFQ tabulation purposes, estimated quantities may have been listed in the specifications, or on the RFQ tabulation form for each item. Bidder acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.

- B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

13. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the RFQ price(s) resulting in the lesser amount(s).

14. PACKING, CRATING AND CARTAGE

A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.

B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:

- 1) name and address of vendor
- 2) name of receiving department
- 3) job site or delivery location
- 4) complete description of material(s) shipped, including quantity
- 5) purchase order number (if applicable)

15. DESTINATION CHARGES

All products offered shall be RFQ F.O.B., final destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

16. TITLE/RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

17. DELIVERY DATE(S) AND LOCATION

The maximum number of days to deliver the product after receipt of the City's order shall be 7 days. This date may determine the award. Should contractor be unable to

deliver the product by the deadline, a 2% fee for delay per day will be assessed beginning on the first day following the promised delivery date.

18. IDENTICAL RFQS

In the event of two or more identical low RFQs, the RFQ will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

19. WARRANTY

Guarantees and warranties, when required, should be included as a part of the RFQ as they may be a consideration in awarding the RFQ.

20. TERMINATION OF AGREEMENT

- A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.
- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
 - 1) take possession of the assigned premises and any fees accrued or becoming due to date.
 - 2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.
- C. The City reserves the right to cancel the contract immediately if the City determines, in its sole discretion, the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.

- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this RFQ, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

21. ASSIGNMENT OF CONTRACT

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

22. RFQ AMBIGUITY

Any ambiguity in the RFQ resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of RFQ shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of RFQ specifications and RFQ instructions.**

For clarification of these specifications, call Karla Parker, Purchasing Agent at (817) 743-4030.

23. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to or delete from this contract. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

24. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/RFQ amount will not be processed until signed change order(s) are submitted to the Finance Department.**

25. **MODIFICATIONS, AMENDMENTS AND ADDENDA**

The City shall have the right to modify the RFQ specifications, instructions, and terms and conditions prior to the RFQ submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the RFQ specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda on the City of Keller e-bid system and the City of Keller website, in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. It is the bidder's responsibility to contact the City of Keller to obtain the addenda information.

26. **PATENT INDEMNITY**

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

27. **GRATUITIES/GIFTS**

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

28. **RESPONSE FORM(S) TO BE USED**

The RFQ quote must be submitted on the form(s) provided in the RFQ package in compliance with all conditions listed thereon, unless otherwise specified in the RFQ specifications. RFQs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to bid on this requirement, please fill out and return the attached "NO RFQ" response form.

29. **ORDERS AND PAYMENT TERMS**

A. All RFQs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of RFQ. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. RFQs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244

C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U S Post Office.

30. USE OF PURCHASING CARDS

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

31. NEGOTIATION

Any attempt to negotiate or provide information on the contents of this RFQ with the City or its representatives prior to RFQ award shall be grounds for disqualification of the RFQ.

32. PRICE FIXING

In submitting a RFQ response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed RFQ.

33. REFERENCES

Contractor must provide a minimum of (3) verifiable reference where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

34. CONTACTS WITH CITY EMPLOYEES AND OFFICERS

In order to ensure fair and objective evaluation of RFQs, all questions related to this RFQ should be addressed only to the person(s) so named herein or in the RFQ Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees or any appointed or elected officials without prior written consent will risk elimination of the RFQ from further consideration.

35. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediate collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

36. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

37. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety equipment.

38. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

39. CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

40. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a “tax exempt number.” The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each RFQ submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each RFQ. The City cannot determine for the bidder whether or not the item(s) requested in the RFQ are taxable to the City. The bidder, through the bidder’s attorney or tax consultant, must make such determination. Bills submitted for taxes after the RFQs are awarded will not be honored.

41. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

42. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this RFQ/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

43. COOPERATIVE PURCHASING

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the RFQ price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful bidder as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as bidder/vendor, agree that all terms, conditions, specifications, and pricing will apply.

_____ Yes

_____ No

_____ Initial

****Non-response to the Cooperative Purchasing Section will indicate the bidder does not wish to participate with other governmental entities.**

44. **BRAND NAMES**

If items for which RFQs have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. RFQs offering “equal” products will be considered for award if such products are clearly identified in the RFQs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their RFQ that they are offering an “equal product”, their RFQ shall be considered as offering a brand name product referenced herein or in the RFQ specifications.**

45. **CONTRACT CLAUSE**

All bidders understand and agree that the bidder’s response to this RFQ invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

46. **CONTRACT ADMINISTRATION**

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor’s expense. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder shall not handle any complaints or request from citizens. Any citizens’ concerns should be directed to the City Manager, his designee, or the appropriate City Department.

47. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

48. INDEPENDENT CONTRACTOR

The bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

49. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/RFQ shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

50. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

51. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

52. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the City of Keller arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

53. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

54. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall provide all workers' compensation insurance for its employees as required by law.

55. INDEMNIFICATION

For consideration included in the RFQ price, contractor and his subcontractors shall pay, indemnify, and hold harmless, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

56. WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller.

57. DEBARMENT

By submitting a RFQ, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

58. BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

59. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

60. PRE-ESTABLISHED CONTRACTS

The City has access to “Pre-Established Contracts” such as US Communities, State contracts and local purchasing agreements. The City will evaluate the RFQ amount with what is offered through these contracts and determine which is the most advantageous to the City.

61. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

62. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a “conflict of interest” questionnaire (attached). Please complete the attached questionnaire and return with the specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period will begin July 25, 2022 through a one-year period. At City of Keller's option and approval by the vendor, the contract may be renewed for four (4) additional one (1) year periods, as further explained in Renewal Options. **The Contractor shall submit the renewal proposal with price changes and justification to the Purchasing Agent at least sixty (60) days before the expiration of the current agreement. Renewal shall be at the sole discretion of the City of Keller.**

RENEWAL OPTIONS

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new RFQ solicitation.

If the primary contractor elects not to exercise the option(s) to renew for four (4) additional one (1) year periods, as outlined above, the next low contractor for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original RFQ submitted by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, the contract will be re-issued. The City of Keller reserves the right to re-quote the entire contract if the pricing of the next low contractor appears to be excessive.

MID-CONTRACT PRICE ADJUSTMENTS

Proposed prices shall remain firm as outlined in Section 9, Instructions to Proposer, unless:

- A. Measurable and justifiable supply/demand market disruptions impact the availability, pricing, quantity or quality of goods, materials and/or equipment.
- B. Measurable and justifiable market disruptions impact the availability, pricing, quantity or quality of labor.

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a quote for this project, I am aware of the insurance requirements outlined in these specifications (Pages 20-22). If I am awarded the RFQ, I will comply with all insurance requirements within 10 working days of the RFQ award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies.

Signature

Printed name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

Telephone Number: _____

Date: _____

****THIS PAGE MUST BE COMPLETED OR RFQ MAY BE REJECTED****

STATEMENT OF NO RFQ

Printing Services

RFQ # 22-018

If bidder is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit a RFQ response for the following reason(s):
(Please check one or all that apply)**

- Specification too “restrictive”, i.e., goods offered by our company do not meet stated specifications.**
- Specifications unclear (please explain).**
- We do not offer this commodity and/or service or an equivalent.**
- Insufficient time to respond to the RFQ.**
- Our schedule would not permit us to perform.**

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DEB) are encouraged to participate in the City of Keller RFQ process. The City of Keller will provide additional clarification of specifications, assistance with RFQ Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFQ.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

- _____ **Minority-Owned Business Enterprise**
- _____ **Women-Owned Business Enterprise**
- _____ **Disadvantaged Business Enterprise**

**REFERENCES
ATTACHMENT I**

****THIS PAGE MUST ACCOMPANY THE RFQ OR RFQ MAY BE REJECTED****

1. Company _____
Address _____
Phone _____ Email _____
Contact _____

2. Company _____
Address _____
Phone _____ Email _____
Contact _____

3. Company _____
Address _____
Phone _____ Email _____
Contact _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

****THIS PAGE MUST BE COMPLETED OR RFQ MAY BE REJECTED****

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.