

# Invitation for Bid

City of Killeen, Texas  
Sealed bids will be received for:

Print Shop Supplies  
Bid No. 19-13

Sealed bids will be received until 2:00 pm  
on Tuesday, February 26th, 2019

Return Bid to:

City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
Killeen, Texas 76541

**CITY OF KILLEEN**  
**BID # 19-13 Print Shop Supplies**

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**NOTICE TO BIDDERS**

**BID NO. 19-13**

*Print Shop Supplies*

CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for the *Print Shop Supplies*, addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2<sup>nd</sup> Street, Building E, Room 215 Killeen, Texas 76541, until **2:00pm on February 26, 2019**, where the bids shall be publicly opened and read aloud immediately following **at 802 N. 2<sup>nd</sup> Street, Building E, Room 210**. Bid submissions shall be plainly marked with the name and address of the bidder and **“BID 19-13 Print Shop Supplies, 2pm, February 26, 2019”**.

No Pre-bid conference will be held.

Bid questions will be accepted until **2:00p.m. on February 19, 2019**, and shall be addressed to [SolicitationQuestions@killeentexas.gov](mailto:SolicitationQuestions@killeentexas.gov).

Bid packets may be obtained from the City of Killeen, Purchasing Division website at: <http://www.killeentexas.gov/purchasing>, Demand Star (<http://www.demandstar.com/>), and ESBD (<http://portal.cpa.state.tx.us>).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

## INSTRUCTIONS TO BIDDERS

### Preparation of Bids:

This is your notice that **sealed bids, in duplicate, for Bid #19-13, Print Shop Supplies** is subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto, Appendix A) and such other contract provisions, specifications or other data as are attached to this Bid (henceforth known as the bid packet). Bids will be received at the Purchasing Office, 802 N 2<sup>nd</sup> Street, Building E, Room 215 Killeen, TX, 76541, **until the hour of 2:00 p.m., February 26th, 2019**. Directly thereafter the bid deadline, **the bids will be opened and read aloud at 802 N. 2<sup>nd</sup> Street, Building E, Room 210**. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic means or complete faxed bid responses will not be considered.

**One (1) original, signed and initialed in ink (not pencil), and one (1) copy of the entire bid packet, and one (1) electron copy of Appendix B (Flash Drive or CD-ROM in excel file) shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission.** All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids. The City reserves the right to evaluate any or all supplies prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 19-13, Print Shop Supplies, 2:00 p.m., February 26th, 2019. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, via email, to Purchasing at [SolicitationQuestions@killeentexas.gov](mailto:SolicitationQuestions@killeentexas.gov) prior to 2:00 pm on February 19<sup>th</sup>, 2019. Please indicate "**Bid 19-13 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known bidders who have expressed interest in this bid. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

### Term:

Contract term shall be for a one year (1) period and will automatically renew for an additional three (3) one (1) year periods unless either party decides to decline renewal sixty (60) days prior to the renewal date. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

### Pricing & Term Renewals:

Pricing shall remain firm during the initial term of the contract. If the bid is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of contract renewal, price increases will be considered by the City only as a result of a cost increase in manufacturing.

Any price increase shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase (example: a letter dated in the current contract term from your current raw material provider), prior to thirty (30) days of any renewal term. If the

bidder fails to give timely notice, prices may not be increased.. The successful bidder may offer price decreases of any type at any time.

Likewise, under this price adjustment clause, the City shall have the right to request on an annual basis a new certified manufacturer/supplier's vendor price list for all items included in Appendix C. The City shall have the right to require a price decrease to maintain the original bid margin of the item.

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

**Any request in price change with supporting documentation shall be sent to the following address only:**

**City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor #215  
Killeen, TX 76541**

On the outside of the envelope please write **"Price Change Notification Bid 19-13"**

**Responses/Property of the City of Killeen:**

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

**No Obligation to Buy:**

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

**Cost of Preparing Bids:**

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

**Withdrawal of Bid:**

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to [SolicitationQuestions@killeentexas.gov](mailto:SolicitationQuestions@killeentexas.gov). Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

**Bidding Error:**

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

**Single Bid Response:**

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

**Award of Bid:**

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. The bid will be awarded per item. Bidders may bid on every item or some of the items. Contracts may be awarded to each bidder meeting the minimum specifications and evaluation criteria. Each bidder will be ranked in accordance with best value procedures. Purchases will be issued to the lowest qualified bidder first; if the low bidder cannot supply required materials when needed, the second low bidder will be contacted and so forth. If the low bidder does not have the quality/quantity of product required, the City reserves the right to purchase from the second, third etc. low bidders depending on quality/quantity of product of each bidder. **The anticipated date of the notice of award is. March 26<sup>th</sup>, 2019.**

**Payment:**

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: Printing Services, 802 N. 2<sup>nd</sup> Street, Building D, Suite 101, Killeen, Texas 76541.

<p><b>PAYMENT TERMS:</b> Specify other payment options:</p> <p><input type="checkbox"/> Check box if you offer a prompt payment discount: %_____. Specify terms: _____</p> <p><input type="checkbox"/> Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).</p> <p><input type="checkbox"/> Check here if the prompt payment discount applies to the MasterCard payment.</p>
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**Point of contact to resolve issues (delivery or invoice):**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**Copyright Materials:**

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission (see page 24 for more information).

**Non-Endorsement:**

**As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.**

**Organization of Your Bid Submission:**

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

**Pricing:**

The bids shall be valid for a period of ninety (90) days after the bid opening.

**Bid prices shall include all fees**, and shall be F.O.B. Destination with no minimum delivery to City of Killeen, Print Shop, 802 N. 2<sup>nd</sup> Street, Building D, Suite 101., Killeen, Texas, 76541 or listed addresses below. Delivery times will be 8:00 a.m. until 4:00 p.m. CST, Monday through Friday except City holidays (Appendix D).

Adjustments to the delivery location list may occur at any time during the contract period. The successful bidder will be required to adjust their delivery points should any changes occur within the City of Killeen organization.

If an order cannot be delivered, the City reserves the right to purchase the items elsewhere. If delays are foreseen, notice shall be immediately given to the City. Any items that cannot be delivered with the order due to stock outs or backorders shall not be charged until they are shipped (even if the order is paid with a procurement card). The vendor shall keep the City advised of the status of their orders, as failure to meet delivery dates may result in termination of the bid award.

City Hall	101 North College, Killeen Tx
Animal Control	3118 Commerce, Killeen Tx
Aviation-Killeen-FH Regional Airport	8101 Clear Creek Road, Killeen Tx
Cemetery	2800 E. Rancier Avenue, Killeen Tx
Civic & Conference Center	3601 S. W.S. Young Drive, Killeen Tx
Community Development	802 N. 2 <sup>nd</sup> Street, Bldg E., Killeen Tx
EMS Collections	210 W. Avenue C, Killeen Tx
Fire Department	201 N. 28 <sup>th</sup> Street, Killeen Tx
Fleet Services	2003 Little Nolan Road, Killeen Tx
Golf Course	1600 Stonetree Drive, Killeen Tx
Information Technology	218 B E. Ave D, Killeen Tx
Copper Mountain Branch	3000 South W.S. Young Drive, Killeen Tx
Municipal Court	200 E. Avenue D, Killeen Tx
Family Recreation Center	1700 A-E. Stan Schlueter Loop, Killeen Tx
Community Center	2201 Veterans Memorial Blvd. Killeen Tx
Planning & Development	200 E. Avenue D, Second Floor, Killeen Tx
Police Department	402 N. 2 <sup>nd</sup> Street, Killeen Tx 3304 Community Blvd., Killeen, Tx
Public Works	200 E. Avenue D, First Floor, Killeen Tx
Lions Club Park Senior Center	1700 B E. Stan Schlueter Loop, Killeen Tx
Bob Gilmore Senior Center	2205 E. Veterans Memorial Blvd, Killeen Tx
Solid Waste	2003 Little Nolan Rd, Building I, Killeen Tx
Streets Department	3201 A South W.S. Young Drive, Killeen Tx
Utility Collections	210 W. Avenue C, Killeen Tx
Volunteer Services	2201 Veterans Memorial Blvd, Killeen Tx
Water & Sewer Services	1901 Botanical Drive, Killeen Tx

**Signature of Acceptance:**

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

**Undersigned acknowledges that addendum \_\_\_\_\_ through \_\_\_\_\_ have been taken into account as part of this bid.**

The bidder agrees to comply with all conditions within this invitation for bids:

<b>Full Legal Name of Company</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>After Hours Phone Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

**\*PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**

W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Remit to address (if different from W-9):**

Address #1 \_\_\_\_\_

Address #2 \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone#: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**APPENDIX A**  
**CITY OF KILLEEN**  
**GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

**4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen.

The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:  
City of Killeen  
Attn: Purchasing Division  
802 N 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
Killeen, TX 76541

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
  - 1. The Bidder mistakes or conceals any material fact in the Bid, or if
  - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of

the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- \* Falsification of information provided in bid response;
- \* Non-observance of safety requirements;
- \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- \* Substantial failure to adhere to contractually agreed-upon schedules; and
- \* Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- |   |   |
|---|---|
| * Unit price  | * Bidder's past performance   |
| * Total Bid price   | * Demurrage charges, freight costs and mileage  |
| * Terms and discounts   | * Estimated costs of supplies, maintenance, etc.  |
| * Delivery date   | * Estimated surplus value, life expectancy  |
| * Product warranty  | * Results of testing samples  |
| * Special needs and requirements of City  | * Conformity to specifications  |
| * Past experience with product/service  | * Training requirements, location, etc.   |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services   | * The total long-term cost to the municipality to acquire the bidder's goods or services    |
| * The extent to which the goods or services meet the municipality's needs               | * Reputation of bidder and of bidder goods and services                                     |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in

the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

**11. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

**12. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City’s governing body for each fiscal year; provided, that City’s governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City’s governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City’s governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City’s sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

**13. Termination of Contract**

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

**14. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

**15. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council a Councilmember’s close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further

participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

**16. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**17. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**18. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

**19. Acknowledgement**

The vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**20. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnes/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnes/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the Bid award.

**APPENDIX B  
CITY OF KILLEEN  
SPECIFICATIONS**

**Specifications:**

Any reference to model/make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating no substitutions allowed.

**Quantities:**

The estimated annual quantity shown in Appendix C (bid form) does not constitute an order and is shown for informational purposes only. These supplies will be ordered on an "as-needed" basis.

**Ordering:**

The City of Killeen would like the option of on-line ordering. However vendors will be considered who have other order placement methods that include phone and fax orders. The successful bidder shall have the capability of accepting orders either by fax, by phone or on-line if available. The City will require on-line ordering training at no additional cost if the ordering method is online. Please describe your on-line training and programming abilities that will be available to the City of Killeen.

**Samples:**

Brands and part numbers, where listed, are used for specification references only, unless otherwise stated, and are not intended to limit consideration of an approved equal. Descriptive information and/or a sample may be requested and shall be provided at no cost to the City to determine equality of substituted products.

**Equal Clause:**

Whenever an article or material is defined by describing a proprietary type product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific item mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency.

**Deviations:**

The bidder shall note in writing any deviations from the specifications and shall submit those changed specifications as alternates.

**Discrepancies:**

Unit prices shall prevail in cases of extension discrepancies. Estimated quantities are shown for informational purposes only and do not constitute guaranteed quantities to be purchase under this contract.

**Inspection Requirements:**

Final inspection shall be made at the site after each delivery. In case of rejection because of failure to meet contract requirements, the vendor shall promptly remove such rejected or damaged supplies and replace them by delivering to the same inspection point, supplies which meet the contract requirements without any additional expenses to the City for freight or other charges. Deliveries that cannot be checked at the time of delivery will be checked within two (2) working days. Vendor will be notified of any discrepancies between the order and the delivery within two (2) business days.

**Return Merchandise:**

Bidders shall provide, with their bid, instructions as to their policy and procedures regarding returned merchandise and what pickup services will be provided. No restocking or any other type service fee will be allowed.

**Quality of Goods:**

All items provided under this contract shall be new and in pristine condition, shall include the manufacturer's standard warranty, and shall include containers suitable for shipment and storage, unless otherwise indicated on the bid.

**Substitution of Items:**

If an awarded item is discontinued or not available the successful bidder shall substitute an equal or higher quality product at the same cost as what was bid. If a product is substituted and charged at a higher price without prior authorization, the City will have grounds to immediately terminate the bid award.

**Item Listing Adjustments:**

The City shall have the right to review the bid item listing annually (Appendix C) and name replacements.

**APPENDIX C  
CITY OF KILLEEN  
BID FORM**

Description	Quantity	Unit of Measure	Unit Price	Extended Price
<b>ENVELOPES</b>				
6 ¾ White, Regular #24	20	Box(500)		
White, Window No. 10 sub24	1500	Box(500)		
White, Reg. No. 9 envelopes	1500	Box(500)		
Manila Coin Envelope, #7	20	Box(500)		
Ivory Classic Linen A2	8	Box(250)		
A2 Announcement white	10	Box(250)		
A6 Natural Color	4	Box(250)		
<b>BOARDS, POSTER, RAILROAD</b>				
Chipboard / Letter	5	Box(960)		
<b>BOND PAPER</b>				
White #20 Letter	480	Case(5000)		
White Smooth #70 letter	50	Ream(500)		
White #20 Legal	10	Ream(500)		
White #20 Ledger	45	Ream(500)		
Canary #20 Letter	100	Ream(500)		
Blue #20 Letter	100	Ream(500)		
Pink #20 Letter	50	Ream(500)		
Green #20 Letter	50	Ream(500)		
Orchid #20 Letter	50	Ream(500)		
Gray #20 Letter	25	Ream(500)		
Salmon #20 Letter	10	Ream(500)		
Cherry #20 Letter	25	Ream(500)		
Tan #20 Letter	10	Ream (500)		
Ivory #20 Letter	10	Ream(500)		
Goldenrod #20 Letter	25	Ream(500)		
Peach #20 Letter	10	Ream(500)		
Cream #20 Letter	10	Ream(500)		
Buff #20 Letter	10	Ream(500)		
Canary 20lb Ledger	5	Ream(500)		
Dark Green 60/24 Letter	10	Ream (500)		
Lemon 60/24 Letter	10	Ream (500)		
Lime 60/24 Letter	10	Ream(500)		
Red 60/24 Letter	10	Ream(500)		
CST Blue 60/24 Letter	10	Ream(500)		
Daffodil 60/24 Letter	10	Ream(500)		
Purple 60/24 Letter	10	Ream(500)		
Orange 60/24 Letter	10	Ream(500)		
Fuchsia 60/24 Letter	10	Ream(500)		
Crystal Blue 60/24 Letter	10	Ream (500)		

Orange 60/24 Letter	10	Ream (500)		
Grape 60/24 Letter	10	Ream (500)		
Turquoise 60/24 Letter	10	Ream (500)		
2-part Letter	100	Ream(500)		
3-part Letter	50	Ream(500)		
4-part Letter	30	Ream(500)		
Manila CB 105 lb Letter	30	Ream (500)		
CB White 20 lb Letter	20	Ream(500)		
CF Pink Letter	10	Ream(500)		
CF Blue 19 lb Letter	10	Ream(500)		
White CF 19 lb Letter	10	Ream(500)		
Blue CB 19 lb Letter	10	Ream(500)		
Canary CB 19 lb Letter	10	Ream(500)		
Canary CF 19 lb Letter	10	Ream(500)		
Canary CFB #20 Letter	10	Ream(500)		
White NCR CFB #20 Letter	10	Ream(500)		
Green CF #20 Letter	10	Ream(500)		
Blue CFB Letter	10	Ream(500)		
Pink CFB Letter	10	Ream(500)		
White Adhesive Letter	40	Pkg(100)		
Chartreuse Adhesive letter	10	Pkg(100)		
Red Adhesive letter	5	Pkg (100)		
Pink Adhesive Letter	10	Pkg(100)		
Paper Adhesive Green letter	6	Pkg(100)		
Orange Fluorescent Adhesive letter	10	Pkg(100)		
Burnt Orange Adhesive Letter	10	Pkg(100)		
Orange Fluorescent Adhesive VE/Letter	10	Pkg(100)		
<b>COLOR COPY PAPER</b>				
White 28lb Ledger	40	Ream(500)		
White 28lb Legal	5	Ream(500)		
White 28lb Letter	150			
White 80lb Cover 11 x 17	10	Ream(250)		
White 100lb Lynx 11 x 17 Cover	120	Ream(250)		
<b>COVERS</b>				
Cosmic Orange #65 Letter	5	Ream (250)		
<b>INDEX PAPER</b>				
White #110 Letter	96	Ream(250)		
Cherry #110 Letter	16	Ream(250)		
Canary #110 Letter	32	Ream(250)		
Buff #110 Letter	16	Ream(250)		
Green #110 Letter	16	Ream(250)		
Blue #110 Letter	16	Ream(250)		
Gray #110 Letter	8	Ream(250)		
Salmon #110 Letter	8	Ream(250)		
Letter 90lb Index	10	Ream(250)		
<b>MISCELLANEOUS</b>				
Laminating Pouches 2 ¼ x 3 ¾	120	Pkg (100)		
Laminating Pouches 9 x 11 ½	20	Box(50)		

Laminating Pouches 12 x 18	5	Box (50)		
Laminating Pouches 3 1/2 x 5 1/2	5	Box (100)		
Starlux Labels 4 3/16 x 3 1/4	5	Box(100)		
Business Card Boxes (hard sides)	4	Box(100)		
Letterhead boxes	2	Box(100)		

Can you make next business day deliveries on all items? YES \_\_\_\_\_ NO \_\_\_\_\_

Estimated delivery time after receipt of order: \_\_\_\_\_

**APPENDIX D  
CITY OF KILLEEN  
HOLIDAY SCHEDULE**

**Holidays 2019:** (The actual date for holidays in the future will vary, but the holiday will be observed)

January 1-New Year's Day  
January 20-Martin Luther King Jr. Birthday  
February 17-President's Day  
April 18-Good Friday  
May 26-Memorial Day  
July 4- Independence Day  
September 1-Labor Day  
October 13-Columbus Day  
November 11-Veteran's Day  
December 6-Thanksgiving Day  
November 28-Day after Thanksgiving Day  
December 24-Christmas Eve  
December 25-Christmas Day

**REFERENCES**

Include below three references:

Reference #1

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_

Reference #2

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
\_\_\_\_\_

Reference #3

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_

Telephone and Fax #'s \_\_\_\_\_

**ATTACHMENT 1  
CITY OF KILLEEN  
CONFLICT OF INTEREST QUESTIONNAIRE**

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_ Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

Yes       No

B. Is the vendor 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 interest of one percent or more?

Yes       No

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

4 \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

Adopted 8/7/2015

**ATTACHMENT 2**  
**CITY OF KILLEEN**  
**SAMPLE 1295**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

**SAMPLE 1295**  
**See Terms & Conditions #20**