



# ENNIS

## TEXAS

### CITY OF ENNIS

## Request for Proposal

**Proposal Reference Number:** 25-103-07

**Project Title:** IDIQ DESIGN, PRINTING, AND MAILING  
SERVICES

**Proposal Closing Date:** 1:00 pm, February 19, 2025

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# Advertisement



The City of Ennis (City) will receive proposals for 25-103-07 IDIQ Design, Printing, and Mailing Services.

Specifications can be found at <https://procurement.opengov.com/portal/ennistx>.

Proposals will be received until 1:00 pm Wednesday, February 19, 2025.

Sealed proposals/bids should be submitted online at <https://procurement.opengov.com/portal/ennistx>.

All questions should be fielded online at <https://procurement.opengov.com/portal/ennistx>.

Bids will be opened at 107 N. Sherman St., Ennis, TX 75119 at 1:00 pm.

City of Ennis

By: Katrinia Roberson

Title: Purchasing Manager

Solicitation Release Date:	January 19, 2025
Deadline for Submittal of Questions:	February 5, 2025, 5:00pm
Sealed Submissions Due to the City:	February 19, 2025, 1:00pm
Publication Date 1:	01/19/2025
Publication Date 2:	01/26/2025

# Scope

## Scope of Services

The selected printing service provider will be responsible for providing indefinite delivery, indefinite quantity design, printing and mailing services that include, but are not limited to:

### Design Services

- Develop custom designs for print materials, including but not limited to brochures, newsletters, postcards, posters, business cards, flyers, and envelopes.
- Collaborate with stakeholders to refine designs, ensuring alignment with branding standards and project objectives.
- Provide digital proofs for review and approval prior to finalization.
- Offer revisions to ensure the final design meets quality and compliance standards.

### Large-Format Printing and Mailing:

- Creation and mailing of banners, signs, and posters for city events and campaigns.
- Printing and mailing of maps, charts, and display materials for public meetings and presentations.

### Specialty Printing and Mailing:

- Customized items such as invitations and certificates, with options for direct mailing to recipients.
- Labels, stickers, decals, and other promotional materials with mailing fulfillment services.

### Finishing and Mailing Preparation Services:

- Binding, collating, laminating, and preparation for mailing, including stuffing and addressing envelopes.
- Cutting, trimming, perforating, and preparation for postage and mailing logistics.

### Mailing Services:

- Handling postage and delivery coordination to post offices.
- All mailed items must meet the United States Postal Service (USPS) standards for size, weight, and formatting, including barcoding and addressing requirements.
- Vendor must provide evidence of compliance with USPS bulk mailing standards, such as Form 3602 (Postage Statement) for bulk mailings.
- Vendor must supply proof of mailing (e.g., USPS Tracking numbers, Certificates of Mailing) and ensure timely delivery as verified through postal tracking systems.
- Deliver all mail to designated post offices within 24-48 hours of production completion.

### Delivery Services:

- Timely delivery of printed and mailed materials to designated city offices or event venues.
- Emergency and expedited mailing services for urgent projects.

### Service Requirements

- The vendor must deliver high-quality printed materials that meet the city's specifications and are free from defects.
- The vendor should provide estimated lead times for standard and expedited projects and adhere to agreed-upon deadlines.
- The vendor must be capable of handling a range of printing requests from small to large volumes with minimal notice.
- Maintain clear and prompt communication with city staff regarding project status, proofs, and any necessary adjustments.
- Ensure that proofs are provided for review and approval by city staff before final production.

Some of the City’s recurring printing needs include, but are not limited to:

- printing of any bulk event flyers with quantities too large to print in house
- elf seek and find game card
- t-shirts (events and general)
- hats
- magnets
- postcards
- sponsor banners all events
- bluebonnet map
- downtown map
- key chains
- CIP and other Economic Development promotional items
- event wristbands
- vinyl decals for sprit shop windows
- world map for welcome center
- yard signs
- a frame signs
- handles postage and post office delivery
- Departmental Stationary including letterhead, note pads and sticky notes
- informational booklets
- brochures
- Printed promotional materials

### Key Events Schedule

Solicitation Release Date:	January 19, 2025
Deadline for Submittal of Questions:	February 5, 2025, 5:00pm
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Publication Date 1:	01/19/2025
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\*No Pre-Proposal Meeting will take place. However, it is strongly encouraged that potential proposers should familiarize themselves with the locations and proposal requirements prior to submission of a proposal.

# Reference of Past Work

## Sample Submission

Proposers must provide examples of relevant past projects that demonstrate their experience and expertise in printing services.

**Sample Submission Requirements:** Proposers are required to upload electronic samples of their past work through the City's OpenGov portal. These samples should represent the proposer's capabilities and expertise across different types of printing services. Examples should include, but are not limited to:

- **Standard Print Materials:** Business cards, letterheads, brochures, flyers, and envelopes.
- **Large-Format Printing:** Posters, banners, and signage samples.
- **Specialty Projects:** Custom invitations, certificates, booklets, and any unique or complex print jobs.
- **Finished Products:** Samples that showcase binding, laminating, folding, or any other finishing services provided.

## Submission Instructions:

- Samples must be uploaded in a high-quality format (e.g., PDF, PNG, JPEG) to ensure clear review.
- Files should be clearly labeled with the proposer's name and a description of the sample (e.g., "ABC Company\_Business Cards").
- All submissions must be completed by the proposal submission deadline through the following link: [City OpenGov Portal](#).

**Evaluation Use:** The City will review these electronic samples as part of the evaluation process to ensure the quality, creativity, and range of the proposer's work. Proposers are encouraged to include a variety of sample types to highlight versatility and innovation. **None of the submitted items should include work previously performed for the City of Ennis.**

# Request for Proposals

## Introduction

- A. Project Overview: The City of Ennis is requesting Proposals with the intent of awarding a contract for the purchase of goods and services contained in Scope of Services.
- B. Contract parties: The City of Ennis, may herein be referred to as “the City.” The person or company responding to the solicitation may herein be referred to as the “Proposer.”
- C. Questions: Following are contacts for questions as identified.
  - i. RFP Clarifications/Questions/Inquiries: All questions related to requirements or processes of this RFP should be submitted through the Question & Answers section of OpenGov.
  - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to City's OpenGov portal. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iii. Acknowledgment of Addenda: The Proposer shall acknowledge all addenda as part of their Proposal.
- D. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ). The form must be filed with the City no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
- F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission web page ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

## General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take

reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

### **RFP Withdrawals and/or Amendments**

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

### **Proposal Submittal Requirements**

- A. Submittal Packet : All proposals must be electronically submitted through OpenGov.
- B. Submittal Deadline: The deadline for submittal of Proposals shall be as identified in the timeline for this project. It is the Proposer's responsibility to submit their Proposal before 1:00 pm on Wednesday, February 19, 2025. No extensions will be granted and no late submissions will be accepted.
- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.
- E. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts electronic submissions. Any other format (including hard copy) will be rejected by the City at its discretion.
- F. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

### **Required Proposal Information**

**IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION.**

#### **Proposal Format**

Responses must be submitted electronically with each page numbered sequentially and contain the components of the bullet points listed below. The table of contents should include page numbers and be arranged to correspond with the selection criteria of this proposal. Each proposal shall be limited in length to no more than forty (20) pages.

- A. A Letter of Interest addressed to the Honorable Mayor and City Commission summarizing the Consultant's understanding of the project and a brief description of the Consultant's strengths to perform the work successfully (Page Limit: 2)
- B. Cover sheet (Page Limit: 1)
- C. Table of Contents (Page Limit: 1)
- D. Proposal (Page Limit: 16)

#### **Page Format**



- A. Minimum line spacing: 1.5
- B. Minimum font size: 11 points (except for documents prepared by others, e.g., Forms).
- C. Minimum margins: 1 inch on all sides.

### **Proposal Content**

The Proposal shall include a Letter of Interest indicating the firm's interest to perform services and the specific tasks or areas of expertise. Interested firms must submit the material required herein in order to be considered for the project. Please submit the firm's mailing address, phone number, and an e-mail address for the firm's point of contact person on the Letter of Interest. Future contacts by the City will be done via email, whenever possible. The proposal shall be composed in the following order:

#### EXECUTIVE SUMMARY:

Provide a summary addressing:

- **Company Name and Address:** Basic details about the vendor.
- **Contact Information:** Name, phone number, and email of the primary contact person.
- **Company Background:** Brief history, years in business, and relevant experience in providing printing services.
- **Staff Qualifications:** Information on key personnel who will be involved in managing and executing the printing services.
- **Understanding of Scope:** Your understanding of the scope of services and brief description of your Work plan approach to meet the City's needs. Include any unique aspects to your approach or ideas related to this project.

#### UNDERSTANDING OF PROJECT REQUIREMENTS AND WORK PLAN UNIQUE APPROACH:

- **Statement of Understanding:** A section where the vendor explains their understanding of the project scope and requirements.
- **Proposed Approach:** A description of how the vendor intends to fulfill the on-call printing services, including processes, technologies used, and quality control measures.

#### SERVICE CAPABILITIES:

- **Range of Services:** Detailed list of printing services offered (e.g., digital printing, offset printing, large format printing, binding, etc.).
- **Equipment and Technology:** Information on the printing equipment and technology the vendor uses, including any capabilities for specialized printing needs.
- **Turnaround Time:** Average and expedited turnaround times for various types of printing jobs.
- **Quality Assurance:** Description of the quality control processes to ensure high-quality outputs.

#### VALUE-ADDED SERVICES:

- **Additional Services:** Additional services offered that may provide further benefits to the city, such as graphic design support, eco-friendly printing options, custom packaging, or other specialized capabilities.
- **Demonstrated Ability:** Demonstrated ability to accommodate special requests or provide innovative solutions that add value beyond standard printing services.

### **Contract Terms and Conditions**

#### **Term of Contract and Option to Extend**

Any contract resulting from this RFP, depending on what compensation arrangement is proposed, shall be either be effective **for one (1) year the option to renew up to three (3) year(s) from date of award.**

The City anticipates that contract may be renewed annually pursuant to the availability of funds and at the discretion of the City.

EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH

## PROPOSER AGREES BY SUBMITTING A PROPOSAL.

### **Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

### **Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer- employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer'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.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

## Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. **Indemnification:** Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Commission members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.
- C. **Bond Requirements:** Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - ii. A surety bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

## Proposal Evaluation and Contract Award

- A. **Proposal Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the municipality. In determining best value, the municipality may weigh and consider the purchase price option, the reputation of the Proposer and of the Proposer's goods or services; the quality and design of the Proposer's goods or service, the extent to which the goods and service meet the municipality's needs; the total long-term cost to the municipality to acquire the Proposer's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals. The City reserves the right to award contracts by grouping of services as outlined in the Scope of Services. Proposers are encouraged to submit proposals for any or all groups; however, each group will be evaluated independently, and contracts may be awarded to different Proposers for different groups based on the best value

determination for each group.

- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in the "Scope of Services" or "Proposal" sections of this RFP, the RFP Section shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Ennis for cause:
  - i. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
  - ii. The successful Proposer violates any of the provisions of these specifications; or
  - iii. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
  - iv. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v. If one or more of the events identified in Subparagraphs G. i) through iv) occurs, the City of Ennis may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi. When the contract has been so terminated by the City of Ennis, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving the successful Proposer thirty (30) days written notice. The successful Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.

# Standard Terms & Conditions

## Submission of Proposals and Deadline

Proposers shall sign and date pages with signature lines. Incomplete proposals or proposals which are not signed and dated as stated may be rejected. Sealed proposals shall be appropriately signed by a person having the authority to bind the firm into a contract.

## Late Proposals

Late Proposals shall not be accepted.

## Funding

Funds for payment have been provided through the City budget approved by the Ennis City Commission. Any anticipated orders or other obligations that may arise past the end of the current City fiscal year will be subjected to budget approval.

## Altering Proposals

Proposals shall not be altered or amended after the time of opening. Any alterations made before opening occurs must be initialed by the Proposer or his/her authorized agent. No proposal may be withdrawn after opening without approval and based upon the submission of a written and acceptable reason.

## Withdrawal of Proposal

A proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of ninety (90) days following the date designated for the receipt of proposals, and the Proposer so agrees upon submittal of a proposal. For the purpose of proper proposal evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the proposal opening. Upon award of the Contract, all prices shall be firm and valid for the duration of the Contract.

## Award

The City will review all proposals for responsiveness and compliance with these specifications. Contracts are awarded to the proposer who provides goods or services at the best value for the municipality.

In awarding the RFP, the following criteria will be used:

- a. The purchase price;
- b. The reputation of the Proposer and of the Proposer's goods or services;
- c. The quality and extent to which the goods or services meet the City's needs;
- d. The Proposer's past relationship with the City;
- e. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
- f. The criteria listed under the other sections of the Terms and Conditions of this RFP packet as well as the Specifications.

In selecting the proposer to whom the Contract will be awarded, the City also reserves the right to consider the location of the Proposer's principal place of business, as provided by Section 271.905 or Section 271.9051 (as applicable) of the Texas Local Government Code. The City may negotiate additional work, as deemed appropriate and consistent with State Law and with the intent and terms of the resulting contract.

The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire RFP. The City also reserves the right to award this Proposal to alternate proposers should the primary vendor become unable or unwilling to complete the contract term. All terms

and conditions of the original proposal will remain in effect.

### **Contract**

This Proposal, when properly accepted by the City, along with the City's standard terms and conditions shall constitute a binding contract between the successful Proposer and the City. The City may delay acceptance of proposals for thirty (30) days from the date of opening. No additional terms will apply or become a part of this Contract except for Change Orders that are approved by the City.

### **Change Orders**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All Change Orders must be approved in writing by the City.

### **Prices**

Proposal prices must be firm for the duration of the contract. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; do not include tax in the Proposal. Unit price should reflect all charges, including transportation or freight costs. Proposer shall bid Unit Price on quantity specified, extend, and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increases will not be considered. Successful proposers shall be required to provide a W-9 Taxpayer Identification Number and Certification.

### **Reduced Prices**

If during the term of the Contract, the successful Proposer's net prices to other customers for services provided hereunder are reduced below the contracted price, the successful Proposer understands and agrees that the price reduction shall be extended to the City. The City shall not be required to request the price reduction.

### **Delivery**

All delivery charges are to be included in the Proposal Price.

### **Ethics**

The Proposer shall not offer/accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City.

### **Exceptions/Substitutions**

Exceptions and substitutions to the specifications shall not be considered.

### **Addenda**

The City reserves the right to revise or amend the specifications prior to the due date set for proposals. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications via the City's OpenGov Procurement portal at: <https://procurement.opengov.com/portal/ennistx>. Follow the project on OpenGov to receive project updates including addenda notifications released before or after you have submitted a proposal.

### **Laws**

Proposals must comply with all federal, state, and local laws concerning types of products specified.

### **Materials**

The design, strength, and quality of materials must conform to the highest standards of manufacturing

practice.

### **Minimum Standards for Responsible Proposers**

A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain resources required;
- b. Have the ability to comply with the required or proposed delivery schedule;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Have the eligibility and qualifications to receive an award.

The City may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration

### **Documentation**

Proposer shall provide with this proposal response, all documentation required by this Specification. Failure to provide information specifically requested may result in rejection of the proposal. If items being proposed are of a vehicle or equipment nature, the Vendor shall complete all title paperwork and provide a complete set of repair manuals for each different type of vehicle or equipment.

### **Indemnification**

The Contractor agrees to defend and shall indemnify and hold harmless the City, as well as, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes or action, suits, and liability of every kind, including all, but not limited to, any and all claims, actions, or lawsuits for property damage, personal injury, including death, involving patent right infringement or copyrights on goods supplied, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the negligent acts and/or omissions of successful Proposer under this Contract.

### **Term of Contract**

This Contract shall remain in effect until the end of the term of the Contract, until acceptance of performance or services ordered or until terminated by either party with thirty (30) days written notice to the other party. However, the successful Proposer must state the reasons for such termination.

### **Default**

The City reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event the successful Proposer defaults on this Contract. Default includes:

1. Inability to meet schedules or requested delivery times;
2. Defaults in the payment of any fees; or
3. Failure to otherwise perform in accordance with these terms, conditions, or specifications of the Contract.

No party shall be in default under the Contract until notice of the alleged failure of the party to perform has been given in writing and until the party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the alleged nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). If the successful Proposer fails to cure the alleged failure to perform with the time indicated in the written notice from the City, then the City may terminate the Contract.

## **Notice**

Any notice required by this Contract (or required by law at the address so provided) to be given to any party shall be deemed to have been received when personally delivered or 72 hours after such written notice has been deposited in the mail in Ennis, Texas by Registered or by Certified Mail with sufficient postage affixed thereto, addressed to the party at the address so provided.

## **Purchase Order**

A purchase order shall be generated by the City to the successful Proposer. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

## **Each Invoice**

Each Invoice shall be numbered and shall show

- a. name and address of the successful Proposer,
- b. name and address of receiving department and/or delivery location,
- c. the City Purchase Order Number, and
- d. descriptive information as to the services delivered.

## **Payment**

Payment will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice. The City's standard payment terms are net 30, i.e. payment is due in thirty (30) days.

## **Items**

Items, if any, supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Proposer at the next service date, at no expense to the City. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the Owner's expense at the discretion of the City.

## **Services and Supplies**

Services and supplies under this Contract shall be subject to the City's approval. Services or supplies found defective or not meeting specifications shall be promptly corrected at no expense to the City.

## **Supporting Information**

The successful Proposer shall warrant that all items/services shall conform to the Specifications. When requested by the City, proposers are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these Specifications. Failure to include supporting information specifically requested may be cause for rejection of the Proposal.

- a. **Warranty** – Include warranty information with the Proposal. Warranties may be a consideration of Proposal Evaluation. Only standard pre-published warranties will be considered.
- b. **Technical Literature** – Include pre-published drawings, brochures, or engineering data sufficient to ensure that the product meets or exceeds minimum specifications.

## **Applicable Law and Venue**

This Agreement will be governed and construed according to the Laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.



### **Equal Employment Opportunity**

The successful Proposer shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Subtitle 15 or the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The Proposer shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal opportunity employment.

### **Assignment**

The successful Proposer shall not sell, assign, transfer, or convey this Contract, in whole or in part.

### **Silence of Specification**

The apparent silence of specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this Statement.

### **Proposal Bond**

Required when stated in RFP.

### **Performance Bond**

Required when stated in RFP.

### **Proprietary Information**

The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable state and federal laws, regulations, and policy of this jurisdiction.

### **Nonresident Proposers**

Texas State Law requires that the City give preference to Texas Resident Proposers at an amount that a Texas Resident Proposer would be required to underbid a Nonresident Proposer in order to obtain a comparable contract in the State in which the Nonresident's principal place of business is located. Preferences may or may not apply, but will be enforced as prescribed in Texas Government Code Chapter 2252, Subchapter A. Proposers must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that Proposer. Certification is included in the Proposal Affidavit to follow.

### **Subcontracting**

The awarded vendor shall not subcontract without the written approval of the City.

### **Independent Contractor**

The successful Proposer is and shall be deemed an independent contractor of the City. The Contract shall not be deemed as creating a joint venture between the parties.

### **Inclement Weather**

The following is only valid in Requests for Proposals where in-person submittal or hard copies will be considered for this RFP.

In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes

delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgement call to extend the deadline.

### **Interlocal Agreements and Piggybacking**

The City acknowledges the existence of interlocal agreements with other government entities and is committed to fostering collaborative efforts to streamline procurement processes. The City recognizes the benefits of piggybacking on contracts that have been competitively solicited and awarded by other jurisdictions. In accordance with applicable laws and regulations, The City of Ennis hereby provides explicit consent to piggyback on existing contracts with your company, subject to the terms and conditions outlined in the respective interlocal agreements and with the written approval of your organization as the vendor.

## **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

- NONE

## Proposal Evaluation Factors

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Proposal</b> As described in the Submission Criteria.	Points Based	15 <i>(15% of Total)</i>
2.	<b>Service Capabilities</b> As described in the Submission Criteria.	Points Based	30 <i>(30% of Total)</i>
3.	<b>References and Past Work</b> As described in the Submission Criteria.	Points Based	15 <i>(15% of Total)</i>
4.	<b>Value Added Services</b> As described in the Submission Criteria.	Points Based	10 <i>(10% of Total)</i>
5.	<b>Price</b>	Reward Low Cost	30 <i>(30% of Total)</i>

## Pricing

Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

### DESIGN SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Custom design (e.g., brochures, flyers)	1	Per Design			
2	Event posters or large-format designs	1	Per Design			
3	Specialty designs (invitations, certificates)	1	Per Design			
<b>TOTAL</b>						

### PRINTING SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Event banners	100	Per Sq Ft			
2	Brochures	5,000	Per 1000 units			
3	Postcards	2,000	Per 1000 units			
4	T-Shirts	100	Per shirt			
5	Yard Designs	1,000	Per Unit			
<b>TOTAL</b>						

### MAILING SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Stuffing and addressing Envelopes	1,000	Per Unit			
2	Bulk Mailing Preparation	1	Per Batch			
3	Expedited Mailing	1	Per Request			
<b>TOTAL</b>						

**DELIVERY SERVICES**

<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total</b>	<b>No Bid</b>
1	Delivery To City Offices	5	Per Delivery			
2	Emergency expedited Delivery	1	Per Request			
<b>TOTAL</b>						

# Proposal

## **Proposal (without Cost)\***

Please Upload your Proposal without ANY cost information here. Proposal shall be formatted in the manner required by this RFP. If cost information is contained within your proposal it may be grounds for the City to deem you non-responsive for failure to properly submit your proposal.

\*Response required

## **Form CIQ\***

Please download the below documents, complete, and upload.

- [Form CIQ.pdf](#)

\*Response required

## **Form 1295 Certification\***

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

\*Response required

## **Texas Resident Certification\***

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of [Your City Name] is required to give preference to Texas Resident Proposers. This preference applies to the extent that a Texas Resident Proposer would need to underbid a Nonresident Proposer to obtain a comparable contract in the state where the Nonresident's principal place of business is located.

To comply with this requirement, all Proposers must certify whether they are a Texas Resident Proposer or a Nonresident Proposer. Failure to provide this certification on the provided response forms will result in disqualification of the Proposal.

The Proposer certifies that their principal place of business is located within the State of Texas.

The Proposer certifies that their principal place of business is located outside the State of Texas.

\*Response required

## **CERTIFICATIONS REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL\***

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Consultant hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Consultant and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing certification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall

have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

**VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITY OR TRADE ASSOCIATION\***

To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- B. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

**CERTIFICATION REGARDING CRITICAL INFRASTRUCTURE\***

Consultant hereby certifies that it will not be granted direct or remote access to, or control of, critical infrastructure, as defined by Section 2275.0101(2), Texas Government Code, in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, as defined in Section 2275.010(3).

The foregoing certification is made solely to comply with Chapter 2275, Texas Government Code, as amended.

Please confirm

\*Response required

**VERIFICATION REGARDING ENERGY COMPANY BOYCOTTS\***

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that



it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

**Proposer Authorization\***

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Please confirm

\*Response required