

# Invitation for Bid

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

Printing Press Lease to Own  
Bid No. 16-27

Sealed bids will be received until 3:00 p.m. on  
Monday, August 22, 2016

Return Bid to:

City of Killeen  
Attn: Purchasing Department  
207A W. Avenue D  
Killeen, Texas 76541

**CITY OF KILLEEN  
BID # 16-27 PRINTING PRESS LEASE  
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# I. NOTICE TO BIDDERS

**NOTICE TO BIDDERS**  
**BID NO. 16-27**  
PRINTING PRESS LEASE  
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for a Printing Press Lease, addressed to the City of Killeen, Attn: Purchasing Department, 207A W. Avenue D, Killeen, Texas 76541, until 3:00 p.m. on Monday, August 22, 2016. At 3:15 p.m. on Monday, August 22, 2016 the bids shall be publicly opened and read aloud in the City Hall Council Chambers, City Hall, First Floor, 101 N. College Street, Killeen, Texas 76541. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 16-27 PRINTING PRESS".

No pre-bid conference will be held. Bid packets and specifications may be obtained from the City of Killeen website ([www.killeentexas.gov](http://www.killeentexas.gov)), Demand Star (<http://www.demandstar.com/>), ESBD (<http://portal.cpa.state.tx.us>), and Ion Wave (<https://killeentx.ionwave.net/Login.aspx>). Pre-bid questions should be addressed via email to Randy Jimenez, Purchasing Manager, at [rjimenez@killeentexas.gov](mailto:rjimenez@killeentexas.gov) with Bid 16-27 in the subject line. Questions will be accepted until 3:00 PM, Wednesday, August 17, 2016. Questions will be answered in the form of an Addendum and posted to the City's website. It is the bidder's responsibility to obtain and acknowledge all Addendums.

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

CITY OF KILLEEN, TEXAS

**Randy Jimenez**, Purchasing Manager

## II. INFORMATION AND INSTRUCTIONS TO BIDDERS

## INSTRUCTIONS TO BIDDERS

1. City of Killeen is seeking sealed bids, in triplicate, for 1 Offset Press, and the envelope containing the completed bid should be marked legibly on the outside with the bid number and the description of the item to be bid as shown on the cover sheet of this Invitation to Bid. If submitting your bid by express mail, please place the bid in a separate sealed envelope inside the carrier's envelope.
2. The bidder shall sign, initial, and date their bid where shown in the bid packet. The person signing the bid must have the authority to bind the firm to a contract. Bids which are not signed where indicated may be rejected.
3. All bids must be received at the Purchasing Division, located at 207 A. West Ave. D., Killeen, Texas 76541, by the deadline shown on the cover sheet of this Invitation to Bid. Bids received after the deadline shall be considered void and unacceptable. The City of Killeen is not responsible for lateness or non-delivery of mail, carrier, etc. The proposal will be date/time stamped in the Purchasing Department when received and this will be considered to be the official time of receipt.
4. Bids must be submitted according to the instructions given in this bid packet. A bid packet checklist has been provided.
5. Facsimile or internet transmittals **will not** be accepted.
6. The City of Killeen, Texas, reserves the right to reject any or all products and/or services covered in this Invitation to Bid and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Killeen.
7. Bids cannot be altered or amended after the submission deadline. Any inter-lineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
8. A bid may not be withdrawn or canceled by the bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of his bid.
9. The City of Killeen is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. All delivery fees, freight charges, etc. (FOB Destination, Freight both Pre-paid and Allowed) are to be included in the bid price.
11. All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to specifications, or offering substitutions, shall state these exceptions in the section provided on the Bid Form as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and the City shall hold the bidder responsible to perform in strict accordance with the specifications of this invitation. The City of Killeen reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
12. 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.

Any interpretations, corrections or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Killeen Purchasing Department.

Any addenda will be posted at:

- City of Killeen website: <http://www.killeentexas.gov/purchasing>
- Demand Star: <http://www.demandstar.com>
- Electronic State Business Daily: <http://esbd.cpa.state.tx.us/>
- Ionwave: <https://killeentx.ionwave.net/Login.aspx>.

**Bidders shall include receipt of all addenda within their bid response.**

13. Bid must comply with all applicable federal, state, county and local laws concerning these types of goods and services.
14. Design, strength and quality of materials must conform to the highest standards of manufacturing practice.
15. Bidders must supply with their bid, a list of at least three (3) references where like goods have been supplied by their firm. Include name of firm, address, telephone number and name of representative. Failure to provide this information may result in rejection of bid.
16. The apparent silence of these specifications as 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. All interpretations of these specifications shall be made on the basis of this statement.
17. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:
  - (a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve (12) months; or
  - (b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- (a) the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or
- (b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1<sup>st</sup>, and/or not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate. The Conflict of Interest Questionnaire is attached. Compliance with this law is the responsibility of each bidder/vendor.

***The bid opening is scheduled to be held in the Council Chambers on August 22, 2016 at 3:15 p.m., located at, 101 N. College St., Killeen, Texas. Each bidder is invited to attend.***

**A. Intent of the Bid**

It is the intent of this bid to establish a contract for the lease to own of one Offset Press. **The contract will commence on November 1, 2016 and shall continue through October 30, 2021.**

**Please note that this bid will be awarded on the basis of “best value”.** The award to the successful bidder will be determined by best value to the City of Killeen as allowed by Chapter 252 of the Local Government Code. Section 10 (a) (in Appendix A) of the Terms and Conditions of this bid reference the criteria considered for best value awards.

**B. Quantities**

The estimated annual quantity shown in Appendix B (bid form) does not constitute an order and is shown for informational purposes only.

**C. Delivery**

Delivery address is: City of Killeen, Print Shop, 207B West Ave D., Killeen, Texas, 7654. Delivery time will be 8:00 a.m. until 4:00 p.m. CST, Monday through Friday except City holidays.

All delivery and freight charges shall be included in the bid price (FOB destination, freight prepaid and allowed only). No additional fees shall be allowed.

**E. Payment**

Payment for orders will be placed on a standard Purchase Order (PO). Payment will be made within 30 days of receipt and acceptance of the products (unless discount payment terms are offered and accepted). Financing for five (5) years, or sixty (60) month lease to own agreement.

**Will you accept payments through the City’s procurement card (credit card)?** \_\_\_ Yes \_\_\_ No

**F. Inquiries**

All questions concerning this bid shall be directed in email format ONLY to the City of Killeen Purchasing Manager at [rjimenez@killeentexas.gov](mailto:rjimenez@killeentexas.gov) by August 17, 2016 at 3:00 p.m. There will be no exceptions. All responses will be posted to the City website in Addendum format.

**G. 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.

**H. 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.

**I. Specifications**

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

**J. 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.

**K. Inspection Requirements**

Final inspection shall be made at the site after 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.

**L. Invoicing**

No charge, in addition to the contract price, shall be made by the vendor for delivering, placing, or invoicing materials. The delivery by vendor shall be accompanied by a set of commercial invoices (one original and one duplicate copy) on the vendor's regular invoice form. Items ordered with a procurement card should always have an accompanying detailed invoice at the time of delivery. **All invoices shall be submitted to the City of Killeen, Attn: Print Shop, P.O. Box 1329, Killeen, Texas 76540-1329.** All invoices shall have the correct bid price and quantities ordered. Failure to have the invoices correctly match the order will delay payment.

**M. 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.

**N. City of Killeen Rights**

The City of Killeen reserves the right to accept or reject any and all proposals, to award the contract for any items as it may appear advantageous to the City, and to waive any informalities or irregularities in the process.

**O. 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.

**P. Responsibilities of Vendors and Manufacturers**

The responsibility for compliance with these specifications shall lie with the vendors and the manufacturers. Vendors and/or manufacturers are expected to provide prompt service that is due under warranty.

Prices in the Bid Packet may not be withdrawn during the contract period. In the event of non-compliance, the City of Killeen reserves the right to purchase elsewhere and charge the difference in price to the contracted vendor.

## U. Training

Bid must include training on Operation and Maintenance Procedures for unit.

## V. References

Please provide a minimum of three (3) references where like products and services have been provided. References should be preferably of municipalities. References shall include name of company, address, phone, fax, email address, and contact name.

## W. Submission Information

**One (1) original, two (2) bound copies** should be submitted in a sealed envelope clearly marked **“Bid 16-27 Printing Press, 3:00 p.m. on August 22, 2016”** to:

**Purchasing Division  
City of Killeen  
207 A West Ave. D  
Killeen, Texas 76541**

**Electronic Copies of the bid packet are located at:**

- **City of Killeen website:** <http://www.killeentexas.gov/purchasing>
- **Demand Star:** <http://www.demandstar.com>
- **Electronic State Business Daily:** <http://esbd.cpa.state.tx.us/>
- **Ionwave:** <https://killeentx.ionwave.net/Login.aspx>.
  
- **Your bid packet forms must be complete when received in by the Purchasing Office.**
  
- 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 3:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 3:00 p.m. or if bids are due at 3:00 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, 3:00 p.m.

### III. CITY OF KILLEEN TERMS AND CONDITIONS

# GENERAL TERMS AND CONDITIONS CITY OF KILLEEN

## 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. 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 Dept.  
 207A W. Avenue D  
 Killeen, TX 76541

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
  1. The Bidder misstates 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 Department 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 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
  - \* Total Bid price
  - \* Terms and discounts
  - \* Delivery date
  - \* Product warranty
  - \* Special needs and requirements of City
  - \* Past experience with product/service
  - \* City's evaluation of the bidder's ability, financial, strength, and ethical standards
  - \* Quality of the bidder's goods or services
  - \* The extent to which the goods or services meet the municipality's needs
  - \* Bidder's past performance
  - \* Demurrage charges, freight costs and mileage
  - \* Estimated costs of supplies, maintenance, etc.
  - \* Estimated surplus value, life expectancy
  - \* Results of testing samples
  - \* Conformity to specifications
  - \* Training requirements, location, etc.
  - \* Location of maintenance facility/service person; ability to provide for minimum down time
  - \* The total long-term cost to the municipality to acquire the bidder's goods or 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 results in a binding contract without further action by either party.
- (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 Department 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.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.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 Bidder, by their signature, represents that they have read the “Terms and Conditions for Bids”, and will comply with these terms and conditions.

# IV. CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

# CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

## **What vendors/persons are subject to Chapter 176?**

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor, or
  - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

## **What triggers the requirement to file a “conflict of interest questionnaire”?**

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed.

Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

## **To what type of contracts does the bill apply?**

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

## **When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

## **What has to be revealed?**

Section 176.006 requires disclosure of a person’s employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

## **How do I go about filling out the Conflict of Interest Questionnaire form?**

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**  
**A copy of Chapter 176 of the Texas Local Government Code can be found at:**  
<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>  
**copy of Chapter 176 of the Texas Local Government Code can be found at:**  
<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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

# V. BID FORM

## Bid Form

### Basic Lease Terms and Conditions

- Lease term shall be for sixty (60) months.
- Lease shall be a “municipal lease” which meets the basic leasing requirements of a municipal government.
- The City shall not pay any taxes – federal, state, county, sales, etc. The proposed lease payment shall include any expense the bidder may incur due to assessed property taxes. The City will not pay any reimbursement to the bidder for property taxes.
- Parties agree to the exclusive venue and jurisdiction of any court located within Bell County, Texas regarding any matter arising hereunder and waive any right they may have to transfer or change the venue of any litigation brought in accordance with this lease.
- Lease payment(s) will be made within thirty (30) days of receipt of invoice.
- The printing press will be on a lease to own plan at the end of the contract
- All other lease terms shall be negotiated with the successful bidder or his authorized designee.

Make/Model of Proposed Printing Press	Total Purchase Price For Printing Press	Lease Payment	Billing Period (Monthly/Yearly/etc)	Number of Payments

**Shipping/Delivery cost:** \_\_\_\_\_

**Set-Up cost:** \_\_\_\_\_

**Training on Operation and Maintenance Procedures Maintenance Contract Cost:** \_\_\_\_\_

**Warranty Length and Coverage:** \_\_\_\_\_

**Please state the response time for warranty repair:** \_\_\_\_\_

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

COMPANYNAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

Bid documents must be complete when received by the Purchasing Office. Name, address, telephone number, and estimated delivery date must be provided.

## VI. REFERENCES

## 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 \_\_\_\_\_

## VII. STANDARD FORM OF AGREEMENT

STATE OF TEXAS  
COUNTY OF BELL

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." and \_\_\_\_\_, of the City of \_\_\_\_\_, Counties of \_\_\_\_\_, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments, and agreements set forth herein CONTRACTOR hereby agrees to deliver:

**Bid # 16-27 Printing Press Lease to Own** and all Work in accordance with the, Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the total amount of:

\$ \_\_\_\_\_

Contractor hereby agrees to deliver \_\_\_\_\_ within seven (7) business days after the date contained in the notice of award given to CONTRACTOR.

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement. Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

By: \_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory, Authorized Representative

\_\_\_\_\_  
ATTEST (as applicable)

## VIII. SPECIFICATIONS

## SPECIFICATIONS

The specifications cover the **minimum** requirements for the City’s need for Printing Press Lease. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. If “exception” is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder.

## SCOPE

This specification covers the minimum requirements for Printing Press. All prices bid shall be for a lease to own contract over a five year period. The City reserves the right to purchase material from the next most responsible bidder for failure to provide specified material in the contract at time of order. Please note the City’s holiday listing noted in the information and instructions to bidders sections that may affect the delivery date of an order. Product must be new and must be a true two color press.

### One (1) Offset Press with the following specifications:

Number of Printing Units	2 / one and two color capabilities at one time
Dampening System	Crestline dampening system
Max. Paper Size (WxL)	13.39" x 17.72"
Min. Paper Size (WxL)	3.54" x 3.94"
Max. Printing Area	12.99 X 17.24"
Paper Thickness *4	0.0016 – 0.012
Printing Speed	3,000-10,000 S.P.H.
Plate Size	13.19 x 19.09"
Plate Clamp Type	Straight edge plate clamp with positioning pins
Blanket Type	Blanket with aluminum bar
Gripper Margin	8 mm (0.31")
Feeding System	Universal feeder
Delivery System	Chain delivery
Portrait or Landscape feeding	
Register board	
Stick type blanket for envelopes	
High precision Register Punch	
Power	Single-phase: 208V, 60Hz 12A / 220V, 50/60Hz 11.5A
Have a double sheet detector	
Have a print counter	
Have safety covers	
Have an emergency stop button	
Have a plunger can	
Have all tools included to remove and /or replace functional items for operational use and/or maintenance	
Have a continuous dampening system to maintain stable water film on the printing plate.	
Be capable of having an adjustable printing speed of 3,000 – 10,000 sheets per hour	
Be compatible with a Mitsubishi SDP-ECO 1630IIIR platemaker	
Be capable of making an image adjustment while the machine is running	
Include vendor/supplier provided training for up to (3) employees at the time of delivery and installation or within 48-hours of installation for each machine.	
Include vendor/supplier provided technical phone within four (4) hours of being contacted or representative support with twenty-four (24) hours of being contacted for the terms of the warranty period.	
Include a minimum one (1) year Warranty on all parts, equipment and machine systems to include full machine replacement if system fails to operate property per the specified requirements.	

**IX. ADDITIONAL REQUESTED INFORMATION AND  
BIDDERS CHECKLIST**

