City of Pasadena

PURCHASING OFFICE
1149 ELLSWORTH DR., SUITE 400
PASADENA. TEXAS 77506
713-475-5532
FAX 713-920-7938

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 Ellsworth DR., SUITE 200 PASADENA, TX 77506	Request For Proposal(RFP)

MAILING DATE	TITLE	NUMBER	CLOSING DATE & TIME
December 7, 2023	**Utility Bill Printing and Mailing**	**23-015** PROPOSAL WRITER **Bob Ward, Buyer III**	**December 18, 2023 by 4:00 PM**

PRE-PROPOSAL DATE, TIME AND LOCATION
N/A
(There will be no pre-proposal meeting as listed in the published Legal Notice)

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	TAXPAYER IDENTIFICATION NUMBER
MAILING ADDRESS CITY-STATE-ZIP	NO BID: If not submitting a proposal, state reason below and return one copy of this form
PH:	EMAIL:
FX:	WEB ADDRESS:
TOTAL PROPOSAL AMOUNT:	Delivery: Calendar days after receipt of Purchase Order: _____ days (ARO)
Proposals are firm for Acceptance for 90 days Yes ☐ No ☐ Other ☐	Payment Terms: _____ % , net _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Bidder. In submitting a proposal to the City of Pasadena the Bidder offers and agrees that if the proposal is accepted, the Bidder will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

AUTHORIZED SIGNATURE DATE	PRINTED NAME/TITLE

Please initial by all that apply. I acknowledge receipt of the following addendum

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

Please note the following:

- This page must be completed and returned with your proposal.
- Proposals must be submitted in a sealed envelope, and marked with proposal number & closing date.
- Proposals received after the above closing date and time will not be accepted.

Legal Notice

REQUEST FOR PROPOSAL
NO. 23-015

The City of Pasadena, Texas intends to purchase and invites you to submit a sealed Proposal for:
The City of Pasadena, Texas intends to purchase and invites you to submit a sealed bid for:

Utility Bill Printing and Mailing

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Monday, December 18, 2023** in the Office of the City Secretary, 1149 Ellsworth Dr. Suite 200, Pasadena TX. 77506 Bids **will be publicly opened and read on December 19, 2023** at **3:00 p.m.** in the Main Conference Room in City Hall.

Invitation for Bids documents may be obtained via the Internet by contacting **DemandStar.com** or from the City of Pasadena Purchasing Department web page at www.pasadenatx.gov. If you do not have Internet access, you may obtain the documents by contacting the Purchasing Office at 1149 Ellsworth Dr. Suite 401, Pasadena TX. 77506 (713) 475-5532.

Bids may be either mailed or hand delivered to the City Secretary's Office, 1149 Ellsworth Dr., Pasadena, TX 77506. Any bids received after the above stated time will be returned to the bidder unopened.

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the City.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the City Secretary's Office prior to the date and time specified above. Receipt of a bid/proposal in any other City office does not satisfy this requirement.

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STANDARD PURCHASE DEFINITIONS (RFP)

The City will use the following definitions in instructions to Bidder, terms and conditions, special provisions, technical specifications and any other solicitation documents.

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. Alternate proposal means multiple proposals with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder is a person, firm, or entity that submits a proposal in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

6. Proposal Guaranty guarantees that the Bidder (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

7. Proposals are responses to a Request for Proposal.

8. City means the City of Pasadena, a Texas home-rule municipal corporation.

9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder's.

12. Due Date means the date and time specified for receipt of Bidders.

13. Goods are supplies, materials, or equipment.

14. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised in a newspaper.

15. Lowest Responsible Bidder means the Proposal meeting all requirements of the specifications, terms, and conditions of the Request for Proposal resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder's submitting lowest responsible proposal.

17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Information For Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.

19. Pre-Proposal Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.

20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.

21. Purchase Order is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

22. Services include all work or labor performed for the City on an independent contractor basis other than construction.

23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.

24. Subcontractor means a person, firm or entity providing goods or services to a Proposal to be used in the performance of the Bidder's obligations under the Contract.

25. Unbalanced Proposal means a Proposal that is based on prices which are significantly less than cost for some Proposed items and significantly more than cost for others.

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GENERAL REQUIREMENTS FOR PROPOSALS

These instructions are standard for all contracts for commodities or services issued through the City of Pasadena Purchasing Department. General Requirements apply to all advertised Proposals; however, these may be superseded, whole or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. TERM CONTRACTS

The CITY of PASADENA acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the specifications under PERIOD OF CONTRACT.

2. ANTI-LOBBYING PROVISION

DURING THE PERIOD BETWEEN THE PROPOSAL MAILING DATE AND THE CONTRACT AWARD, BIDDER, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE PASADENA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

THIS PROVISION IS NOT MEANT TO PRECLUDE BIDDER FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL BIDDER, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE BID PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE BIDDER'S PROPOSAL.

3. POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a Proposal for services on a CITY of PASADENA project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that Bidder shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by CITY of PASADENA.

4. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

5. GOVERNING LAW

This RFP solicitation is governed by the competitive proposal requirements of the CITY and Texas Local Government Code §252, as amended. Bidder shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CITY of PASADENA may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

6. APPLICABLE LAW AND VENUE

Any agreement resulting from this RFP shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

7. IMMIGRATION REFORM and CONTROL ACT (IRCA)

The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act (Pub. L. 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.

8. INTERLOCAL PARTICIPATION

8.1. The City may enter into Interlocal Cooperative Purchasing Agreements with other governmental entities or

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governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Proposal (hereafter "RFP"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this RFP shall be listed on a rider attached hereto, if known at the time of issuance of the RFP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this Proposal. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

8.2. In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

8.3. Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

8.4. Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

9. ADDENDA

When specifications are revised, the CITY of PASADENA Purchasing Department will issue an addendum addressing the nature of the change. **Bidder must sign and include it in the returned Proposal package.**

10. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item Proposed.

11. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the CITY of PASADENA to restrict these Proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. The CITY of PASADENA shall act as sole judge in determining equality and acceptability of products offered.

12. RECYCLED MATERIALS

CITY of PASADENA encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. CITY of PASADENA will be the sole judge in determining product preference application.

13. INSPECTIONS & TESTING

City of Pasadena reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the Proposal as inadequate.

14. PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Proposal Pricing form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the Proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidders MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

15. PROPOSAL FORM COMPLETION

Unless otherwise specified, Bidder must use the Proposal forms supplied by the Purchasing Office. Fill out and return to the City Secretary's Office. An authorized representative of the Bidder should sign the Proposal Sheet. The contract will be binding only when signed by the CITY of PASADENA, funds are certified by the CITY Controller, as applicable, and a Purchase Order issued.

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16. SCANNED OR RE-TYPED RESPONSE

If in its Proposal response, Bidder either electronically scans, re-types, or in some way reproduces the City's published Proposal package, then in the event of any conflict between the terms and provisions of the City's published Proposal specifications, or any portion thereof, and the terms and provisions of the Proposal response made by Bidder, the City's Proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the City's published proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

17. PROPOSAL RETURNS including ALTERNATE PROPOSALS

Bidder shall return one (1) **"ORIGINAL"** and three (3) **"COPIES"** of the proposal in a sealed envelope or package of comparable size. **Please cut out and affix the Proposal label found on the last page of the RFP to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your proposal to ensure proper delivery!**

Only one Proposal per envelope. Alternate Proposals shall be in a separate envelope and marked as Alternate Proposal.

Bidder must return all completed Proposals to:

City of Pasadena
City Secretary's Office
1149 Ellsworth Dr., 2nd fl
Pasadena, Texas 77506

by the date and time specified. **Late Proposals will not be accepted,** and will be returned to Bidder unopened.

18. SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the Proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Bidder wishes to include as a condition of the Proposal, must also be in the returned Proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

19. VARIANCES

For purposes of Proposal evaluation, Bidder must indicate any variances, no matter how slight, contained in the Proposal. No variations or exceptions by a Bidder will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the Proposal and referenced in the space provided on the Proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a Proposal, the City does not necessarily accept any variances contained in the Proposal. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that, in the City's sole opinion, make that Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared, by the City as conditional.

20. DISQUALIFICATION OF BIDDERS

Upon signing this Proposal document, a Bidder's offering to sell supplies, materials, services, or equipment to the CITY of PASADENA certifies that the Bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the CITY believes that collusion exists among the Bidders. Proposals in which the prices are obviously unbalanced may be rejected. If multiple Proposals are submitted by a Bidder and after the Proposals are opened, one of the Proposals is withdrawn, the result will be that all of the Proposals submitted by that Proposal will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Proposals for different products or services.

21. AWARD OF CONTRACT

21.1. Per Section § 252.043 of the Texas Local Government Code;

21.1.1. In determining the best value for the municipality, the municipality may consider:

(a) the purchase price;
(b) the reputation of the Bidder and of the Bidder's goods or services;

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(c) the quality of the Bidder's goods or services;
(d) the extent to which the goods or services meet the municipality's needs;
(e) the Bidder's past relationship with the municipality;
(f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
(g) the total long-term cost to the municipality to acquire the Bidder's goods or services; and
(h) any relevant criteria specifically listed in the Request for Proposals.

21.2. The City reserves the right to make an award on the basis of low line item, low total of lines items, or in any other combination that serves the best interest of the City and to reject any and all Proposals or line items at the City's sole discretion. **For the purpose of evaluation, any item left blank will be deemed "No response".**

21.3. The City reserves the right to accept any item or group of items on this Proposal, unless the Bidder qualifies his/her Proposal by specific limitations and/or unless otherwise specified in Special Conditions.

21.4. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful Proposal results in a binding contact without further action by either party.

21.5. Breaking of tie Proposals shall be in accordance with the Texas Local Government Code § 271.901.

21.6. Although the information furnished to Bidder specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

21.7. The City of Pasadena reserves the right to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Proposals.

22. EVALUATION

Evaluation shall be used as a determinant as to which Proposal items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All Proposals are subject to tabulation by the CITY of PASADENA Purchasing Department and recommendation to the governing body. Compliance with all Proposal requirements, delivery and needs of the using department are considerations in evaluating Proposals. The CITY of PASADENA Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to any Proposal.

23. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

23.1. Pursuant to Subchapter Z, Chapter 271.9051, Texas Local Government Code, and City of Pasadena Resolution 2009-125, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Proposals from a Bidder whose principal place of business is in the municipality and whose Proposal is within 5% of the lowest Proposal price received by the municipality from a Bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

23.1.1. the lowest Proposal; or

23.1.2. the Bidder whose principal place of business is in the municipality if the governing body of the municipality 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.

23.2. This section does not prohibit a municipality from rejecting all Proposals.

23.3. This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

23.4. In order to receive consideration, Bidder must fill out and submit the Local Bidder Preference Form.

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24. PROTESTS:

24.1. All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

24.2. Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall;

24.2.1. Come from an actual proposal for the contract, and
24.2.2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a Bidder who cannot show they would be awarded the contract if their protest were accepted.

24.3. The Purchasing Manager, having authority to make the final determination, will respond within 10 working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

25. CONTRACT OBLIGATION
The CITY of PASADENA City Council must award the contract and the Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the CITY of PASADENA or the Bidder. Department heads are NOT authorized to sign agreements for the CITY of PASADENA. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

26. PROPOSAL DOCUMENTS AND PROPOSAL EVALUATIONS
A vendor, as a member of the public may request a copy of the Proposal Tabulation that is compiled when the Proposals are opened in City Council or in the Purchasing Department after a request for Public Information is received in accordance with Texas Local Government Code, Chapter 552. However, the City will not release copies of Proposals or the Proposal evaluations until after the contract has been awarded by the City Council.

In accordance with Texas Local Government Code, Chapter 552.104 EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING

> (a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or Bidder. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

27. INDEPENDENT CONTRACTOR
It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

28. FISCAL FUNDING
A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Bidder from the using department without penalty of any kind or form to the CITY of PASADENA. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Bidder.

29. GRANT FUNDING
Any contract entered into by the CITY that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the CITY has not set aside any CITY funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void*.

30. INSURANCE
If required, specific insurance provisions will be included in Proposal specifications. A copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in Proposal specifications. Failure to provide this document may

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result in disqualification of Proposal.

31. WAIVER OF SUBROGATION

Bidder and Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against CITY of PASADENA as an indirect party to any suit arising out of personal or property damages resulting from Bidder's performance under this agreement.

32. TERMINATION

The CITY of PASADENA reserves the right to terminate the contract for default if Bidder breaches any of the terms therein, including warranties of Proposal or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CITY of PASADENA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

33. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor written notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice s60 days prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon 30 days written notice.

34. INDEMNITY

34.1. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO BIDDER ACTIVITIES UNDER THIS PROPOSAL, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

34.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

34.3. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

CITY OF PASADENA
PURCHASING OFFICE

35. PURCHASE ORDER AND DELIVERY

The successful Bidder shall not deliver products or provide services without a CITY of PASADENA Purchase Order, signed by an authorized agent of the CITY of PASADENA Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by CITY of PASADENA without prejudice to other remedies provided by law. Where delivery times are critical, the CITY of PASADENA reserves the right to award accordingly.

36. DELIVERY OF GOODS/SERVICES

36.1. All materials are to be delivered F.O.B.; City of Pasadena designated facility.

36.2. Delivery dates pertaining to this invitation must be clearly stated in the Proposal form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of Proposal. Unless otherwise specified, delivery at the earliest date is required. The Bidder will clearly state in the Proposal the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the Bidder.

36.3. Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Request for Proposals or the Purchase Order and bears the risk of loss until delivery. If this Request for Proposals or Purchase Order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Request for Proposals allocate delivery costs and risks in a manner contrary to this section, the provisions of this Request for Proposals shall prevail.

36.4. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City’s sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

36.5. When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible Bidders as determined by the Purchasing Department.

37. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to CITY of PASADENA until CITY of PASADENA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the “Special Requirements/Instructions” section of this Proposal package and/or on the Purchase Order as a “Deliver To:” address.

38. WARRANTIES

Bidder shall furnish all data pertinent to warranties or guarantees which may apply to items in the Proposal. Bidder may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PASADENA may return the product for correction or replacement at the Bidder’s expense. If Bidder fails to make the appropriate correction within a reasonable time, CITY of PASADENA may correct at the Bidder’s expense.

CITY OF PASADENA
PURCHASING OFFICE

39. INVOICES AND PAYMENTS

Bidder shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the Bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the Bidder should provide his Taxpayer Identification Number or social security number as applicable as well as Bidder's W-9. This information must be on file with the CITY Finance office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

40. TAXES

The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY of PASADENA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CITY of PASADENA Purchasing Department.

41. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations

42. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the CITY of PASADENA and the bidder.

42.1. No request for a price escalation will be considered for the first year of the contract period. Requests for price escalation at the time of contract renewal may be made under the following conditions:

42.1.1. Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; **OR**

42.1.2. Such adjustment shall be based on the latest 12-Month Percent Change in the **Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Motor Vehicle Body Work vices (Series ID CUUR0000SETD01)** as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Any requested adjustment shall be fully documented and submitted to the City at the time the Contractor agrees to an extension. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

42.1.3. The City reserves the right to accept or reject the price increase;

42.1.4. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

43. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS

The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 914. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The CIQ Form can be located at http://www.ethics.state.tx.us/forms/CIQ.pdf

CITY OF PASADENA
PURCHASING OFFICE

44. CERTIFICATE OF INTERESTED PARTIES

The Texas Ethics Commission adopted Form 1295 (Certificate of Interested Parties) pursuant to H.B. 1295. Effective September 1, 2015, Chapter 2252 of the Texas Government Code requires that a business entity (any vendor or person) doing business with a local government entity may not enter into a contract unless the business entity has first submitted a completed Certificate of Interested Parties Form 1295 to the government entity.

The 1295 Form can be located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CITY OF PASADENA
PURCHASING OFFICE

SPECIAL CONDITIONS

1. Contract Period:

1.1. This is an annual contract for a period of two (2) years, with an option of three, one-year extensions in 2026, 2027 and 2028 each additional year renewable upon the City's approval and the receipt by the City of written notice from the Bidder of their desire to renew said contract at least 30 days prior to the expiration of the contract.

1.2. Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed three (3) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such goods and/or services. The City may terminate extension at any time for any reason without prior notice.

2. Capability Survey:
The City reserves the right to perform a complete facility survey prior to award of bid to determine if the Bidder has the capability to successfully perform services as outlined in specifications.

3. Evaluation & Award:
Award of a contract shall be based on the criteria listed in Section 11. The City reserves the right to accept or reject any or all bids, waive minor technicalities, and award the bid to best serve the interest of the City.

4. Audit:
Supplier shall provide the City a line item report of quantities and expenditures on a monthly basis or at any time during the term of this contract for materials, commodities, or services rendered as requested by the Water Billing Department.

5. References:
Bidder shall provide a list of at least three (3) customers to whom they have supplied the specified services within the last three (3) years. The list shall include the customer's name, address, telephone number, and the name of an individual to contact. References will be contacted.

6. Compliance with Laws:
Bidder shall comply with all Federal, State and Local laws, City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting wherefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County, Texas, where venue for any proceeding arising hereunder will lie.

7. Pricing:
Pricing shall remain firm during the initial term of this contract for all charges except postage. Postage shall be billed at actual cost, and the City is to be notified of any changes in the postal regulations and/or rates. The price shall include all costs including materials, production costs, file transfer manipulation, processing, laser printing, folding/stuffing, mailing, and any other related costs.

8. Invoicing
The City is to be billed monthly for the number of bills mailed for that period. Invoice is to include detail of the number of bills mailed in each billing cycle.

CITY OF PASADENA
PURCHASING OFFICE

SPECIFICATIONS

SCOPE

The City of Pasadena (City) seeks competitive bids for the printing and mailing of utility bills for the City's Water Billing Department. Service to include print file manipulation, material, laser printing, and mailing utilizing digit automation for postal discount rates. The purpose of these specifications is to describe the minimum requirements of the City for the printing and mailing of utility bills.

As a quality control measure, The City of Pasadena will provide the mutually agreed totals and counts with each file sent for production. Bidder will implement program to make sure output matches the totals supplied.

1. Requirements:
Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification.

1.1 Insurance/Bonds: This contract shall require the awarded Contractor to provide a Certificate of Insurance upon contract award. A 100% payment bond must be provided to the City of Pasadena within 24 hours of initiation of the contract.

2. Quantities:
Quantities are based on 35,600 bills and will be used as the estimated total for evaluation purposes. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage. The City reserves the right to increase or decrease quantities during the term of this contract at any time during the entire term of this contract for the same pricing as specified by Bidder.

3. Description:

3.1. Bill format is 8 ½ x 11 white paper stock, perforated line above return coupon, tri-folded to mail in #10 envelopes with return address, PO Box 1337, Pasadena, TX 77501-1337. Bill message on the monthly statement will be provided via email. There is a newsletter that will be sent with the bill, and other inserts are possible. These files will be provided by the City via a mutually agreeable method. The contractor will provide a confirmation email for each billing file logging the total number of output documents, and processed/mail date. Prior to mailing bills, contractor must email proofs of bills to wbcs@ci.pasadena.tx.us. Only upon email reply approval by a Water Billing team member can the bills be mailed.

3.2. Utility bills are currently printed front and back. Attachments A and B are samples of the City's current utility bill, and is an example of the minimum requirements.

4. Modifications:
After bid has been awarded, any modifications in bills regarding laser printing, set up, or quality of services must have prior approval from the Water Billing Department at 713-475-5566.

5. Set-Up / Software Capability:

5.1. The City will provide a customer billing file via FTP or other secure connection. The file will include specific detailed billing information which includes customer name, service address, and account number and will also include any delinquent verbiage or messaging that the City desires to place at the bottom of the bill. The file will be transferred no later than one (1) day prior to mail out. The City reserves the right to change the data exchange formats used. Contractor shall provide a secure site for the file transfer.

5.2. The City uses Superion Community Plus Utility Billing software. Bidder shall provide a secure File Transfer Protocol (FTP) site to receive the billing file for each cycle. Bidder shall be responsible to retrieve the billing file from the site upon notification by the City that the file is ready. Upon successful retrieval of the billing file from the FTP site, the bidder will be responsible for physical security of the data received and ensuring data integrity is maintained. Bidder shall develop data file program and

indicate on the Invitation for Bid any cost for said program development to allow processing/manipulation of the billing print file. Upon request by bidder, the City will provide an example of the City's billing print file.

6. Change of Address Notification:
Bidder shall utilize the National Change of Address (NCOA) to comply with the United States Postal Service (USPS) "move" update requirement program twice a year and notify the City when any change of addresses or other customer information may occur in order to update the City's customer files. Successful Bidder shall run customer file through NCOA at the beginning of the contract and every six (6) months thereafter. Bidder shall, through usage of NCOA, electronically notify the City of all change of addresses. Bidder shall indicate below the charge per usage of NCOA on the Pricing Form, and any breakdown for charges incurred to utilize the NCOA program (cost i.e., per 100, per 1000 addresses, etc.).

7. Postage and Mailing:

7.1. In addition to providing material, transferring files, performing file manipulation, and laser printing, Bidder shall perform all handling and mailing of customer bills on a routine basis. Each bill shall be mailed 1st class Pre-sort, and receive the best automated discounts available. Bidder will address, standardize, and mail stream the file to assure the lowest possible qualified postage rate. The City shall maintain all permits and maintenance of the postage account established with the Post Office. All postage calculations are to be estimated on 95% of the approximately 35,600 customers being qualified for auto 5-digit discounts.

7.2. Bidder shall also indicate the cost per utility bill for other qualified billing delivery for the remaining 5% estimated using the next best automated 3-digit discounts available. All units are estimated and subject to change during the actual billing year.

8. Billing Cycles

8.1. Cycles are based on the due dates. Print file will be electronically submitted by the Water Billing department to successful Bidder the day prior to mail/bill date. Bidder will complete billing/mailing cycle in a 24 hour turnaround.

8.2. Billing dates are the 1st, 2nd, 3rd, and 4th Thursdays of every month, and bills should be mailed by the Friday after the bills are processed. If any of these dates fall on a holiday, the bills are to be mailed the next business day.

8.3. Upon completion of the mailing of each billing cycle, the Bidder shall, provide a copy of USPS Statement of Mailing to the City of Pasadena Water Billing Department by email to wbcs@ci.pasadena.tx.us.

8.4. **FAILURE TO MEET MAILING CYCLE DATE REQUIREMENTS MAY RESULT IN TERMINATION OF THIS CONTRACT.**

9. Sample Utility bill:
Bidder shall include an example of their proposed bill layout along with their bid. Each sample must be labeled with Bidder's name and Bid number. All billing information currently printed on the bill from the print file must be included in bidder's format.

10. Alternate Processing Plan:
Successful Bidder shall have an alternate processing plan to ensure timely delivery of utility billing should their primary facility be rendered unable to provide the necessary services for the City. This service would be at no additional cost to the City. Bidder shall include a detailed description of the Alternate Processing Plan in the returned Bid.

11. E-Billing:
For eBilling (Paperless) purposes, please state on a separate page whether your company would be able to provide full management, visibility and control for customer online enrollment of email notifications. Current Utility Bill shown on Pages 16 and 17 of bid document is example of current format.

CITY OF PASADENA
PURCHASING OFFICE

12. Evaluation Criteria

Bids will be evaluated using the criteria listed below to ascertain which bid best meets the requirements of the City. The selection of a successful bidder shall be based on these criteria:

Price	40 points
Capability	30 points
Qualifications & Experience	20 points
Methodology	10 points

CITY OF PASADENA
PURCHASING OFFICE

RFP 23-015
UTILITY BILL PRINTING AND MAILING

PROPOSAL PRICING DETAIL

	DESCRIPTION	Unit Price	Extended Price
1.	8 ½" x 11" Utility bill printing/folding/stuffing (approx. 35,600 per month)	$_____	$_____
2.	#10 double window mailing envelopes (approx. 35,600 per month)	$_____	$_____
		Per Cycle	**Extended Price**
3.	File manipulation and laser printing (approx. 8,900 per cycle)	$_____	$_____
4.	Preparing Utility Bills for Mailing (one cycle per week)	$_____	$_____
		Price per Piece	**Extended Price**
5.	**Postage charges:**		
	5-digit Pre-sort (approx. 95%)	$_____	$_____
	3-digit Pre-sort (approx. 5%)	$_____	$_____
	SUB-TOTAL		$_____
	ADDITIONAL CHARGES:		
	Programming & Development		$_____
	Utility Bill design/set-up		$_____
	Weekly newsletter - 8 ½" x 11" (PDF file to be furnished by City for each cycle)	$_____	$_____
	Ebilling (Paperless) (Estimate is 5,000 – 10,000 per month; current count is 6,000)	$_____	$_____
	Other one-time charges		
	_____		$_____
	_____		$_____
	ANNUAL TOTAL		$_____

CITY OF PASADENA
PURCHASING OFFICE

City of Pasadena
Water Department
1202 Southmore Avenue
Pasadena, TX 77502

Billing Date	Account Number
10/05/2023	20231130-01

Utility Billing Statement for JOE OR JAN PUBLIC

Service Location: 4310 TREE LINE DR

My Account Summary

Due on 10/23/2023

If Paid Before Due Date

OPENING BALANCE	-	PAYMENTS	=	BALANCE FORWARD	+	NEW CHARGES	=	TOTAL AMOUNT DUE
$46.51		$46.51 CR		$0.00		$82.21		$82.21

My Billing Details

Prior Balance from last bill	$46.51
Payment(s) as of 10/05/2023	$46.51 CR
Balance Forward from last bill	$0.00
Current Charges	
WATER-RESIDENTIAL	$25.81
SEWER - RESIDENTIAL	$23.80
GARBAGE - REGULAR	$32.60
Total Current Charges	$82.21
Total Amount Due	**$82.21**

My Meter Readings

Water - Meter ID #: 1575894840 -1

Current:	28860	09/25
Previous:	23580	08/24
Usage:	5280	

Message Board

Office #: 713.475.5566
Email: wbcs@pasadenatx.gov

To receive your bill by email, click here https://schedulepayment.com/pd

For online payments, click the following link: https://ipn.paymentus.com/cp/ppdf or call our phone payment system (IVR) by dialing (888) 647-0085.

NOTE: Per Section 37-44 of the Code of Ordinances, failure to receive a bill does not excuse non-payment nor does it waive late charges. Bills are issued and due monthly.

RETURN THIS PORTION WITH YOUR PAYMENT

MAKE CHECK PAYABLE TO: CITY OF PASADENA

City of Pasadena
Water Department
P.O. Box 1337 Pasadena, TX 77501

Account Number	Remittance Copy
20231130-01	190000026986

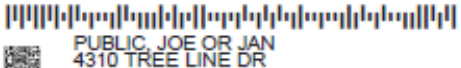
DUE DATE	AMOUNT DUE
10/23/2023	$82.21

Please allow 5 business days before due date to ensure proper credit

DO NOT PAY

Paid by Auto Draft on 10/23/2023

P8B100512005898



PUBLIC JOE OR JAN
4310 TREE LINE DR
PASADENA TX 77505-3920

Water Billing Department Information Sheet

Payment "Due Date"
The Water Billing Department has four (4) billing cycles each with a different "**Due Date**". Billing cycles are based on the property's geographical location and cannot be modified. Customers have 18 days to pay the balance due without penalty (usually a Monday). Payments not received by the "Due Date" are subject to a 10% late fee.

IMPORTANT: Failure to receive bill does not excuse non-payment nor does it waive the late charges.

Each cycle is billed on a Thursday. Below are estimated billing dates:

- Cycle 1 – 1st to 7th of the month (Account# starts with 1)
- Cycle 2 – 8th to 14th of the month (Account# starts with 2)
- Cycle 3 – 15th to 21st of the month (Account# starts with 3)
- Cycle 4 – 22nd to 28th of the month (Account# starts with 4)

If you have a "Balance Forward from last bill", you are subject to disconnection at any time. Bills are issued and due monthly.

Please do not wait until the "Due Date" to question the validity of your bill as late fees and disconnect procedures will continue automatically if your bill is delinquent.

For a water or sewer emergency, please call (713) 475-5555.
Note: Disconnection for non-payment does not constitute an emergency.

Account records: Please keep your account info up-to-date with our office. Notify us of new phone numbers, email addresses, name changes and any other account information.

How to Contact Us

Need assistance or have questions about your bill?

Office Hours

Monday, Tuesday & Thursday	7:30 AM to 5 PM
Wednesday	* 7:30 AM to 6 PM *
Friday	7:30 AM to 1 PM

Phone: (713) 475-5566 **Fax:** (713) 475-4945

Email: wbcs@pasadenatx.gov

Office Address:
1202 Southmore Ave, Pasadena, TX 77502

Mailing Address:
PO Box 1337, Pasadena, TX 77501

Web Address:
https://www.pasadenatx.gov/379/Water-Billing

Enroll in Automatic Bill Payment
Rest easy knowing that your bill is always paid on time. Automatic draft is easy and allows us to draft your checking account each month.

Download a bank authorization form at https://www.pasadenatx.gov/389/Bill-Payments or call to request one at (713) 475-5566.

Moving or Discontinuing Your Services?
To ensure your services are stopped or transferred, please submit an online form at https://www.pasadenatx.gov/382/Establish-Discontinue-Service

Convenient Ways to Pay

Phone
with a credit or debit card at (713) 475-5566

In Person
City Hall Annex
1202 Southmore Ave
Pasadena, TX
Night Deposit box located in drive through lane

Mail
City of Pasadena Water Dept.
P.O. Box 1337
Pasadena, TX 77501

AutoDraft
Automatic draft from a checking or savings account

Thank you for being a valued customer.

It is our pleasure to be of service to you and the community.

CITY OF PASADENA
PURCHASING OFFICE

The undersigned hereby certifies that he/she understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this proposal.

Bidders shall return Six (6) copies of this proposal filled out in full and signed. One (1) copy marked **"ORIGINAL"** and five (5) copies marked **"COPY"**.

Signature:_____

Title:_____

Company Name:_____

Date:_____

Accounts Receivables Information:

Contact Name: _____ Title:_____

Mailing Address:_____

City:_____ State: _____ Zip: _____

Telephone: _____ Fax: _____

FULL LEGAL FIRM/COMPANY NAME:_____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER:_____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: Yes ☐ No ☐ # OF EMPLOYEES: _____

CORPORATION: ☐ PARTNERSHIP: ☐ PROPRIETORSHIP:☐ L.L.C.:☐ L.L.P.:☐

YEAR ESTABLISHED: _____ NUMBER OF YEARS IN BUSINESS: _____

FEDERAL ID NO.:_____

NATURE OF BUSINESS:_____

PRINCIPALS:

NAME:_____ TITLE:_____

NAME:_____ TITLE:_____

NAME:_____ TITLE:_____

CITY OF PASADENA
PURCHASING OFFICE

DEVIATION & COMPLIANCE SIGNATURE FORM

If you intend to deviate from the General Terms and Conditions or Item Specifications listed in this RFP, you must list all such deviations on this form, with complete and detailed conditions and information included or attached. The City will consider any deviations in its award decisions, and the City reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, you assure the City that you will fully comply with the General Terms and Conditions, Specifications and all other information contained in this RFP.

Do you have any Deviations?: ☐ No Deviations (Please sign this form below)

☐ Yes Deviations (Please sign this form below)

List any deviations you are submitting below:

PAGE NO.	ITEM NO.	DESCRIPTION OF DEVIATION

Signature:_____

Title:_____

Company Name:_____

CITY OF PASADENA
PURCHASING OFFICE

NON-COLLUSION AFFIDAVIT

State of _____ (State)

County of _____ (County) §.

Being first duly sworn, deposes and says that:

1. _____ is the _____ (Owner, Partner, Officer, Representative or Agent) of

   _____ (Company), the party that has submitted the attached Proposal;

2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Proposal or of any other Proposal, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

_____	_____
Authorized Representative's Signature	Company Name
_____	_____
Representative's Name	Representative's Title

On this the _____ day of_____, 20___, before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE: _____

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

CITY OF PASADENA
PURCHASING OFFICE

SOLICITATION QUESTIONNAIRE

The City of Pasadena Purchasing Department constantly strives to improve competitive Proposals with historically underutilized businesses (HUB). In order to facilitate these improvements, we would like to know how you were informed that this Request for Proposal was active and how you may have received a copy of the document.

How did you learn of this Proposal opportunity?

- ☐ Direct Contact with Purchasing.
- ☐ City of Pasadena Website www.pasadenatx.gov
- ☐ Bidder notification service (i.e. DemandStar)
- ☐ Newspaper or trade publication
- ☐ Another Vendor or Supplier
- ☐ Chamber of Commerce
- ☐ North Pasadena Business Association
- ☐ Port Area Networking
- ☐ Other Means: Describe _____

How did you obtain your copy of the Proposal Document?

- ☐ Direct Contact with Purchasing
  - ☐ Via Email ☐ Via Fax ☐ In Person
- ☐ City of Pasadena Website www.pasadenatx.gov
- ☐ Bidder notification service (i.e. DemandStar)
- ☐ Other Means: Describe

CITY OF PASADENA
PURCHASING OFFICE

BIDDER REFERENCES

Please list three (3) references, preferably a Government (local, county, state) or Educational Agency that the City of Pasadena may contact:

1. COMPANY NAME:_____

   ADDRESS:_____

   CITY / STATE / ZIP:_____

   PHONE NO.:_____

   NAME OF CONTACT:_____

2. COMPANY NAME:_____

   ADDRESS:_____

   CITY / STATE / ZIP:_____

   PHONE NO.:_____

   NAME OF CONTACT:_____

3. COMPANY NAME:_____

   ADDRESS:_____

   CITY / STATE / ZIP:_____

   PHONE NO.:_____

   NAME OF CONTACT:_____

CITY OF PASADENA
PURCHASING OFFICE

LOCAL BIDDER PREFERENCE CLAIM FORM

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of an award if the lowest Proposal received is from a business outside the municipality and contracting with a local Bidder would provide the best combination of price and other economic benefits to the municipality. The City of Pasadena has determined that the allowable preference shall be applied to local vendor's Proposals for the purposes of evaluation when in the best interest of the City to do so. **This request form and any attachments must be submitted with Proposal package to be considered by the City of Pasadena.** Questions should be addressed to the Purchasing department at 713-475-5532. Exclusions to the local preference include expenditures of $3,000 or less or greater than $100,000, and those purchases that are: sole-source, emergency, federally-funded, cooperative contracts, or via interlocal agreement. The local preference status will expire one year from the date of this form; for any subsequent requests for preference during this period, the applicant need only complete and submit section 3 of this form.

The City requires the following information for consideration of a local bidder preference (information may be submitted in an attachment to this form):

1) Location Eligibility: Principal place of business in Pasadena, Texas. Principal place of business is defined herein as any business that owns or leases a commercial building within the City limits and uses the building for actual business operations.

(a) If yes, identify name of business/DBA, address and business structure: sole proprietorship, partnership, corporation, or other.

Name of business/dba: _____

Address: _____

City: _____ St: _____ Zip: _____

Business Structure: ☐ Sole Proprietorship ☐ Partnership

☐ Corporation ☐ Other _____

(b) Name and city of residence of owner(s)/partners/corporate officers as applicable.

Name: _____

City: _____

2) General Business Information:

(a) Year business established (Pasadena location). _____

(b) Most recent year property valuation (if owned); real and personal property. $ _____

(c) Annual taxable sales (originating in Pasadena) $ _____

(d) Is business current on all property and sales taxes at the time of this application? ☐ Yes ☐ No

(e) Total number of current employees _____ and number of Pasadena-resident employees _____

3) Economic Development benefits resulting from award of this contract:

(a) Number of additional jobs created _____ or retained for Pasadena resident-employees _____

(b) Local subcontractors utilized, if applicable; name, location and contract value for each

Name: _____

Address: _____

Contract Value: $ _____

(c) Other economic development benefit deemed pertinent by applicant

_____

_____

_____

CITY OF PASADENA
PURCHASING OFFICE

LOCAL BIDDER PREFERENCE CLAIM FORM (*page 2*)

Certification of Information:

(*continued*)

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof; under penalty of perjury.

City Proposal Number/Quote for which the local preference is requested: _____

_____ _____

(Print name of Bidder) (Date)

_____

(Signature)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Appeared before me the above-named _____, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this _____ day of _____, 20_____.

_____

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

Commission Expires: _____

CITY OF PASADENA
PURCHASING OFFICE

DISADVANTAGED BUSINESS ENTERPRISES ONLY

The City of Pasadena recognizes the certifications of the State of Texas General Services Commission HUB Program. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

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

_____
Firm Name Submitting Proposal

_____ _____
Representative Title of Authorized Representative

_____ _____
Address City, State, Zip

_____ _____
Telephone Number Telefax Number

Indicate all that apply:

- ❑ Minority-Owned Business Enterprise
- ❑ Women-Owned Business Enterprise
- ❑ Disadvantaged Business Enterprise

HUB Certification #: _____

CITY OF PASADENA
PURCHASING OFFICE

BIDDER QUESTIONNAIRE & CHECKLIST

	Item	Note	Bidder's Initials
1.	General Requirements for Proposals (pgs. 2-10)	I acknowledge reading and understanding the General Requirements for Proposals	
2.	Special Conditions (pg. 11)	I acknowledge reading and understanding the Special Conditions.	
3.	Specifications (pgs. 12-14)	I acknowledge reading and understanding the Specifications.	
	DID YOU REMEMBER TO:		
4.	Fill out, sign and return the Request for Proposal (RFP) cover sheet.		
5.	Sign and return all issued Addendum (pg. 10) Fill out and return the Contractor's Proposal Price Form (pg. 15)		
6..	Current Water Bill (Example)/ Water Billing Info Sheet (Pgs 16-17)		
7.	Fill out and return the Deviation & Compliance Signature Form (pg. 19)		
8.	Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg. 20)		
9.	Fill out and return the Solicitation Questionnaire. (pg. 21)		
10.	Fill out and return the Bidder References Form (pg. 22)		
11.	Fill out and return the Local Bidder Preference Claim Form (if applicable) (pgs. 23-24)		
12.	Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 25)		
13.	Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc.) (pg. 27)		

NOTE: Appendix A (Certificate of Interested Parties) should <u>not</u> be returned with the proposal packet. This form is only required when the vendor has been recommended for award of the contract.

CITY OF PASADENA
PURCHASING OFFICE

ATTACHMENT B

Current Utility Bill (Back)

PROPOSAL LABEL

LATE PROPOSALS WILL NOT BE ACCEPTED!

Please cut out and affix the Proposal label below to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your Proposal to ensure proper delivery!

✂ **Cut along dotted line.**

SEALED PROPOSAL

BIDDER #: 23-015

DESCRIPTION: Printing and Mailing of Utility Bills

DUE DATE: December 18, 2023

DUE TIME: NO LATER THAN 4:00 P.M. CST

COMPANY NAME: _____

CITY OF PASADENA
PURCHASING OFFICE

APPENDIX A

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, any contract approved by Council is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

CERTIFICATE OF INTERESTED PARTIES FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:

Date Filed:

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

SAMPLE

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is __ ____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ _____ _____ County, State of _____, on the ____ day of _____, 20____
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337