

**CITY OF COMMERCE CITY  
ADVERTISEMENT FOR BIDS/PROPOSALS**

**STATIONERY PRINTING SERVICES**

**COVER SHEET**

**IMPORTANT: READ ALL DOCUMENTS**

FEIN/SSN \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED/PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

Signature acknowledges that an authorized representative of the responding party has thoroughly read the documents in this **invitation for bids/proposals** before submitting bids/proposals, will fulfill the listed obligations in accordance with the scope of services, terms and conditions and is submitting bids/proposals without collusion with any other individual or firm. Do not submit more than one set of bids/proposals.

**Point of contact: Ross Hilker** – rhilker@c3gov.com or phone (303) 289-3782

**BIDS/PROPOSALS DUE DATE:** Return bids by 5 p.m., Sept.1, 2009, no exceptions.

**BIDS/PROPOSALS MUST BE MAILED OR DELIVERED TO:**

Commerce City Civic Center  
Attention: Ross Hilker, Marketing and Public Relations Department  
7887 E. 60<sup>th</sup> Ave.  
Commerce City, CO 80022  
(303) 289-3782

Or

Send required documents, in PDF, to rhilker@c3gov.

**CITY OF COMMERCE CITY  
ADVERTISEMENT FOR BIDS/PROPOSALS FOR  
STATIONERY PRINTING SERVICES**

The City of Commerce City is seeking a qualified individual or entity (hereinafter, "Contractor") to provide bulk printing services for the City of Commerce City (the "City"). Contractor would be responsible for certain City bulk printing services. **Anticipated start date is Oct. 15, 2009.** The term is for 12 months with possibility of renewal.

**Deadline for questions:** Wednesday, Aug. 26

**Minimum requirements:** Contractor must have Web-based ordering system for submitting and proofing orders for business cards and stationery. Contractor must have a minimum of three years experience providing services of this type. Contractor must have the ability to print in large and small quantities. Contractor must have ability to print the following: letterhead, window and regular envelopes and business card shells (two versions) through Web site ordering-.

Specific requirements are detailed in the attached Requirements and Selection Criteria.

**Qualifications due:** 5 p.m. Sept. 1, 2009, no exceptions

**Submit to:** City of Commerce City  
Attn: Ross Hilker  
7887 E 60<sup>th</sup> Avenue  
Commerce City, CO 80022

Or

rhilker@c3gov.com

- Submit one original bid/proposal. Late bids/proposals will not be considered regardless of postmark. No oral, phone, or fax responses will be accepted.

**Mark envelopes:** **RESPONSE TO ADVERTISEMENT FOR PRINTING SERVICES**

**Comments:** Bids/proposals will not be accepted after the due date and time. Bids/Proposals received after the due date will be filed unopened. The city reserves the right to reject any and all bids/proposals or any part thereof and to waive any formalities or informalities to make an award in the best interest of the city.

**RFQ documents:** Available now on City Web site: [www.c3gov.com](http://www.c3gov.com), click on "In the works"

**Point of contact:** Ross Hilker at rhilker@c3gov.com or phone (303) 289-3782. Do not contact the requesting department or the evaluation committee.

**Publish Dates:**

Aug. 20

\_\_\_\_\_  
[Name of responsible individual]

ATTEST:

\_\_\_\_\_

**REQUIREMENTS and SELECTION CRITERIA  
STATIONERY PRINTING SERVICES**

**I. MINIMUM QUALIFICATIONS**

- A. Contractor must have a minimum of three years of experience performing or providing services of this type.
- B. Contractor must have an existing Web-based ordering system for submitting and proofing orders for business cards and stationery.
- C. Contractor must have the ability to print the following: Large and small quantities, letterhead, window and regular envelopes and business card shells (two versions).
- D. Contractor must provide at least three client references.

**II. SCOPE OF STATIONERY**

- A. Contractor shall provide a Web-based ordering system for submitting and proofing orders for business cards and stationery in accordance with the following requirements:
  - 1. Multiple City users shall have the ability to log on to one or more order pages unique to the City.
  - 2. Once a user is logged on, drop-down menus shall be available to locate and order pre-determined quantities of specified items.
  - 3. Users shall have the ability to enter data, such as names, addresses and telephone numbers, into a form in a pre-determined format.
  - 4. Users shall have the ability to review a PDF proof on line and the ability to print proof of the item to be ordered and make any necessary changes at no cost to Users or the City.
  - 5. Once an order is finalized, the ordered item(s) shall be delivered to the City within five business days.
  - 6. Contractor must have an existing Web site to demonstrate the above requirements.
- B. Contractor shall have the ability to print the following items in the manner described or, with prior City approval, in a substantially similar manner and, in Contractor's bid/proposal, shall provide costs for each:
  - 1. Letterhead
    - a. 70# Nekoosa Solutions soft white paper printed in two colors on the front in PMS438/PMS5773 ink.

b. 8.5 x 11 soft white 24# Domtar Solutions paper printed in one color PMS438.

c. Logo size: 1.731 in

d. Provide shell price

e. Provide imprinting charges on letterhead shells.

2. Window envelopes

a. 24# MultiQue #10 window envelopes printed in two colors on front in PMS438/PMS5773 ink.

b. Size: window envelope No. 10

c. Logo size: 1.204 in

d. Provide shell price.

e. Provide imprinting charge.

3. Regular envelopes

a. 24# Nekoosa Solutions soft white printed in two colors on front in PMS438/PMS5773 ink.

b. Size: regular envelope No. 10

c. Logo size: 1.204 in

d. Provide shell price.

e. Provide imprinting charge.

4. Business card shells

a. 110# Classic Crest Cover paper; classic natural white. Printed in two colors on front and back in PMS438/PMS5773 ink.

b. Size: 4 1/2 x 3

c. Logo size: 1.836 in

d. Provide shell price.

e. Provide price for one-sided imprinting.

f. Provide price for two-sided imprinting.

5. Business card shells (Police Department)

a. Chief, commander and lieutenant shells are printed in blue/gold foil on 80# bright white paper.

b. Sergeant, detective and officer shells are printed in blue/silver foil on 80# bright white paper.

c. Size: 4 1/2 x 3

d. Logo size: 1.836 in

e. Provide shell price for each rank.

f. Provide imprint charges on business card shells (printed in PMS281 ink).

C. The city is currently not charged for the following items. If it is your intent to charge for these services, please provide costs.

1. Typesetting for imprinting.

2. One proof for imprinting.

3. Delivery for City of Commerce City printing.

D. Please provide costs, if any, for additional proofs if changes to content/copy are made.

**III. SUBMITTAL REQUIREMENTS**

Contractors shall submit, at a minimum, the following information (the “bids/proposals”). Bids/Proposals should not exceed 20 pages.

- Overview of Contractor’s history.
- Detailed information on company size, number of employees, years in business and financial stability.
- Information on current workload and how the City’s needs will be met.
- A minimum of three client references within the past three years; include contact name, firm or agency, phone number or e-mail and a summary of the services provided.
- Experience with government operations.

- Detailed statement of fees based on the above-described scope of stationery printing services, i.e. final cost for a box of 250 business cards, a ream (500 sheets) of stationery, etc.

**IV. SELECTION PROCESS AND CRITERIA**

- A. The selection process may involve two stages:
1. Contractor’s response evaluated and scored; and
  2. Meetings with selected Contractors. It is anticipated that meetings, if needed, may be conducted the week of Aug. 17, 2009.

B. Contracts shall be awarded, if at all, based on Contractor’s ability to fulfill the City’s needs as described in Section II(B) above, the cost to the City, a Contractor’s references and the City’s determination, in its sole discretion, of Contractor’s likely reliability. In awarding the contract, the City may also consider the fact that a Contractor is located within the City, but such fact shall not be determinative.

**V. PROPOSED SCHEDULE**

The anticipated schedule for this Advertisement for Bids/Proposals process is as follows:

Delivery of invitation	Week of Aug. 20, 2009
Deadline for questions	Aug. 26
Qualifications Due Date	Sept. 1
Meetings (if needed)	Week of Sept. 14
City Council approval	Sept. 28
Award of Contract	Oct. 15
Start of Work	Oct. 15

**VI. ADDITIONAL TERMS AND CONDITIONS**

A. No Commitment by the City. This Advertisement for Bids/Proposals does not commit the City to award any contract, to pay any costs associated with or incurred in the preparation of bids/proposals to this advertisement or to procure or contract for any services. In acceptance of bids/proposals, the City reserves the right to negotiate further with one or more Contractors in the best interest of the City.

B. No Collusion. No officer or employee of the City, and no other public official or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. This “no collusion” requirement shall be part of any City contract for these stationery and magazine printing services.

C. Proposal Acceptance, Partial Acceptance or Rejection. The City reserves the right to reject any or all Bids/Proposals. The City further reserves the right to waive technicalities, formalities and informalities, to accept in whole or in part such bids/proposals where it is deemed advisable, to alter the scope of stationery and magazine printing services and advertisement documents until a contract is executed and to make an award to the most responsive and responsible Contractor as deemed to be in the best interest of the City.

E. Subcontracting. No portion of the stationery and magazine printing services may be subcontracted without the prior written approval by the City.

F. Confidential Information. Contractors may request parts of their bids/proposals to remain confidential and shall indicate in the bids/proposals and on the appropriate proprietary or financial pages. All information included in any bids/proposals that is of a proprietary nature must be clearly marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Contractor.

G. Sample Agreement. A sample agreement is provided. **Do not complete. Do not return with bids/proposals.**

**[SAMPLE]**  
**AGREEMENT FOR STATIONERY PRINTING SERVICES**

THIS AGREEMENT FOR STATIONERY PRINTING SERVICES (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60<sup>th</sup> Avenue, Commerce City, Colorado (the “City”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“Contractor”).

WHEREAS, the City desires to retain the services of Contractor; and

WHEREAS, Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services as generally set forth in the City’s invitation for bids/proposals for stationery printing services, Section 2 - Scope of stationery and magazine printing services, and more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter, the “Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation.

a. Amount. As compensation for performance of the Services, the City agrees to pay Consultant in accordance with the costs schedule contained in Exhibit A.

b. Invoices and Payment. The City shall make payment upon receipt and approval of invoices submitted by Consultant. Invoices shall be submitted to the City not more frequently than monthly and shall identify the specific Services performed for which payment is requested.

c. IRS Form W-9. Consultant shall provide to the City a completed Internal Revenue Service Form W-9 not later than the date upon which Consultant submits its first invoice to the City for payment. Failure to provide a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. Term. The Term of this Agreement shall be 12 months from the date first written above.

4. Appropriation. The parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of the City based on the City’s ability to terminate this Agreement pursuant to “Termination,” below. Contractor acknowledges that

the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal year-by-fiscal year basis.

5. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

6. City Property. Reports, surveys, maps, plans, drawings, photographs and any other tangible materials produced by Consultant pursuant to this Agreement shall at all times be considered City property.

7. Independent Contractor. The parties agree that Contractor shall be an independent contractor and shall not be an employee, agent or servant of the City. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

8. Subcontracts. Due to the nature of the Services, Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services without the express written consent of the City, which shall not be unreasonably withheld.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save and hold harmless the City and its officers, employees and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever arising from or out of any breach of contract or negligent act or omission or other tortious conduct of Contractor or its officers, employees or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally. The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services

following receipt of the notice of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

11. Equal Opportunity. Contractor shall not discharge, promote, demote, refuse to hire or discriminate in matters of compensation against any person otherwise qualified solely based on such person's race, creed, color, age, sex, religion, national origin, ancestry, disability or veteran status.

12. Compliance with Applicable Law. Contractor hereby covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.

13. Compliance with Amendment 54. To the extent this Agreement constitutes a "sole source government contract" governed by Sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent the provisions of said Sections 15 through 17 have not been enjoined, limited or invalidated by a court of competent jurisdiction, Contractor hereby agrees as follows:

a. For the duration of this Agreement and for two (2) years thereafter, Contractor shall cease making, causing to be made or inducing by any means contributions, directly or indirectly, on behalf of Contractor or its immediate family members for the benefit of any political party, any candidate for state elected office or any candidate for elected office of a political subdivision of the state; and

b. If Contractor intentionally violates Section 15 or Section 17(2) of Article XXVIII of the Colorado Constitution, Contractor shall, as contractual damages, be ineligible for three years to hold any sole source government contract or public employment with the state or any of its political subdivisions.

14. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Adams, State of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable court costs and attorney fees..

15. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

16. Assignment. Contractor shall not assign this Agreement without the City's prior written consent.

17. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the City nor Contractor shall be deemed or





**EXHIBIT A – SCOPE OF SERVICES**