

# REQUEST FOR PROPOSAL WITH SPECIFICATIONS

CITY OF CONROE

RFP#6623 PARKS AND RECREATION  
PROGRAM GUIDE PROPOSAL



CITY OF CONROE  
PARKS AND RECREATION

CITY OF CONROE  
P.O. BOX 3066  
CONROE, TEXAS 77305

**RESPONSES DUE**

**Thursday July 13, 2023 @ 2:00 PM**

CITY OF CONROE PURCHASING DEPARTMENT

# REQUEST FOR PROPOSAL (RFP) PARKS AND RECREATION PROGRAM GUIDE PROPOSAL

## **INTRODUCTION**

The purpose of this RFP is to solicit proposals to select typesetting and printing services for the City of Conroe Parks and Recreation Department (CITY). The "PLAYbook" is a publication of the Parks and Recreation Department that provides information on its parks, facilities, programs, and events. It is published two times each year, April and October.

If you are interested in your organization being considered for this project, please submit four (4) copies of your proposal to:

**USPS:** City of Conroe  
Soco Gorjon, City Secretary  
P.O. Box 3066  
Conroe, TX. 77305

**Physical:** City of Conroe  
Soco Gorjon, City Secretary  
300 W. Davis St.  
Conroe, TX. 77301  
(City Hall 3<sup>rd</sup> Floor)

**Due Date: On or before 2:00 p.m. on July 13, 2023**

All proposals shall be in a sealed envelope clearly marked "**RFP#6623 PROPOSAL FOR PARKS AND RECREATION PROGRAM GUIDE**"

## **QUESTIONS AND INQUIRIES**

Any person with questions regarding this RFP, including a request to visit the recreation centers, should email a written request for information / clarification to:

Scott Perry  
Asst. Director- Parks and Recreation  
Office: 936-522-3823  
[Sperry@cityofconroe.org](mailto:Sperry@cityofconroe.org)

Answers will be provided to all known candidates receiving RFP's as a written addendum. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

## **RESERVATIONS**

The CITY, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The CITY also reserves the right to award this proposal to the most qualified COMPANY or to the COMPANY that offers the best value to the CITY taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful COMPANY and the CITY is executed, or upon the CITY'S rejection of all proposals.

## **SUBSTITUTIONS**

***No alternate bids or bid items will be considered for this proposal.***

## **SCOPE OF SERVICES**

The CITY is interested in providing a first-class publication to communicate upcoming programs, activities and events, and is seeking typesetting and print services in meeting this goal. CITY will select a COMPANY to provide services as specified herein:

CITY will provide electronic text, pictures and graphics. COMPANY will typeset provided text, pictures and graphics, allowing the CITY to proof and edit until product is deemed satisfactory. COMPANY will provide final full color proof to be approved prior to printing. Upon final approval, COMPANY will provide electronically, a PDF version of finished program guide.

### **SPECIFICATIONS**

**Quantity:** 3,000

**Number of Pages:** 12-20

**Proof:** Color Proof

**Printing:** 4/4 Process

**Paper:** 100# EuroArt Gloss Text (80# acceptable for 16 pages or more. Cover must be 100#)

**Flat Size:** 11" x 17"

**Final Size:** 8.5" x 11"

**Binding:** Trim Only

**Packaging:** Small Cartons, +/- 125 per case

**Delivery:** 1504 Parkwood West Conroe, Tx 77301

### **SPECIAL PROVISIONS**

**Period of Operation:** Upon acceptance and approval, this bid effects a written agreement between CITY and COMPANY, and contract will commence from execution date and is renewable for up to five (5) consecutive years.

**Sublet of Services:** Excluding delivery, COMPANY shall not sell, sublet or assign this agreement or any portion thereof to any other person, assignee, or third party.

**Violation of Contract, Law and/or Ordinances:** In the event COMPANY is found willfully violating any law, ordinance, or provision of this agreement, or becomes objectionable and offensive to the good order of the CITY, the CITY may terminate and cancel this agreement.

**Termination Clause:** It is understood that either CITY or COMPANY may terminate or cancel this agreement for any reason with 30 day written notice. If in process, COMPANY agrees to complete and have the final product delivered, along with PDF, before termination or cancelation. It is further understood that in the event this agreement is for any reason terminated or canceled, CITY shall not be financially obligated for services which have not been rendered.

### **COMMUNICATION**

The CITY shall not be responsible for any verbal communication between any representative of the CITY and any potential COMPANY. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve them from any obligation with regard to their response to this invitation.

### **CONDITIONS OF CONDUCT**

At all times if any agent, officer, or employee of COMPANY shall be present upon property owned by the CITY, the terms and conditions of the Drug and Alcohol Policy currently adopted by the CITY, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the CITY shall be grounds for termination of any contract between the CITY and COMPANY. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

**ETHICAL STANDARD**

No City official or employee shall have interest in any contract resulting from this request for proposal. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

**REIMBURSEMENTS**

There is no expressed or implied obligation for the CITY to reimburse COMPANY for any expenses incurred in preparing proposals in response to this request. CITY will not reimburse COMPANY for these expenses, nor will CITY pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**DISCLOSURE**

There will be no disclosure of the contents to competing companies until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the proposer identifies as proprietary within the proposal.

**DEFAULT**

CITY reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

**SELECTION PROCESS**

As required under Government Code 2254, the CITY upon appropriate evaluation of all submitted proposals will rank proposals it considers to be the most qualified to provide the typesetting and printing services to CITY.

CITY will select the proposal that offers the best combination of required specifications and best value for CITY based upon the following selection criteria:

- a) Proposed overall cost 30 points
- b) Ability to deliver scope of services 20 points
- c) Examples of similar providing service requested 20 points
- d) Principal place of business 20 points
- e) References of at least 3 current customers 10 points

If negotiations with the most qualified Proposer are unsuccessful for any reason, CITY will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation.

**INDEMNIFICATION**

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

**INSURANCE REQUIREMENTS- Not applicable**

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed:

	COVERAGE	LIMITS
A.	Worker’s Compensation	- As required by Texas Law
B.	Employer’s Liability	- \$ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D.	Public Liability (Property damage)	- \$1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- \$ 200,000 each person
F.	Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer’s compliance with this section.

**INDEPENDENT CONTRACTOR RELATIONSHIP**

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

**EQUAL EMPLOYMENT OPPORTUNITY**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

**INTERVIEWS**

After written proposals are received and initially evaluated, CITY may or may not require one or more of the candidates to provide an oral presentation as a supplement to their proposals. Any candidate required to interview should be prepared to discuss and substantiate any area of their proposal. CITY is under no obligation to grant interviews to any candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

**RESPONSE FORMAT**

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

❖ **Tab 1 – Cover Letter**

Provide a cover letter indicating your firm’s understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm’s interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

❖ **Tab 2 – Proposed overall costs (please chart information as indicated below)**

<b>Description</b>	<b>12 pages 100#</b>	<b>16 pages 100#</b>	<b>16 pages 80# (100# cover)</b>	<b>20 pages 100#</b>	<b>20 pages 80# (100# cover)</b>
Typeset hours required					
Price Per 1,000 books					
Cost for final PDF					
Delivery (if applicable)					
Other (list)					
Total Cost					

❖ **Tab 3 – Acceptance of Conditions**

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services.

❖ **Tab 4 – Company Background (2 – Pages Maximum)**

1. Years in business under present name
2. Name and address of each office location
3. Ownership structure (Corporation / Partnership)

❖ **Tab 5 – Similar Projects, Key Personnel and References (1 – Page Maximum excluding project examples)**

1. Provide at least 2 printed examples of projects similar to what is requested.
2. List key personnel that will be assigned to oversee the project along with their experience.

3. Provide professional references for similar services performed to the City of Conroe scope of work, in whole or in part.

**PROPOSAL AGREEMENT AND CERTIFICATION**

**The Undersigned Agrees That:**

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- F. Agent shall **initial** each applicable item below to certify acknowledgement.

\_\_\_\_\_ Initial to indicate the required proposal submittals are enclosed.

\_\_\_\_\_ Initial to acknowledge receipt of addendum and/or amendment (if applicable).

-----

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Email address)

