



CITY OF BAYTOWN

Purchasing
P. O. BOX 424

(281) 420-6524
Baytown, Texas 77522-0424

DECEMBER 2011

NOTICE TO BIDDERS

ANNUAL OUTSOURCING OF UTILITY BILLS CONTRACT

BID NUMBER 026-12

All **sealed bids** shall be sent in to the Purchasing Department of the City of Baytown by:

All sealed bids should be sent **with one (1) original and two (2) duplicates** to the Purchasing Manager of the City of Baytown at the address listed below by:

2:00 P.M.

WEDNESDAY, JANUARY 4, 2012

Bidders' shall include with this **Invitation to Bid** the **Specification sheets** appropriately filled out according to instructions in the Terms and Conditions.

FAILURE TO SUBMIT A BID OR NO-BID NOTIFICATION MAY RESULT IN REMOVAL FROM FUTURE BIDDERS' LISTS.

DREW POTTS
PURCHASING MANAGER
Phone: (281) 420-6525
Fax No: (281)420-6542

NOTE: BIDS ARE TO BE TURNED IN TO PURCHASING AT THE MUNICIPAL SERVICE CENTER LOCATED AT 2123 MARKET STREET, BAYTOWN, TEXAS 77520.

LATE BIDS WILL NOT BE CONSIDERED.

PUBLISHED: 12-13-11
12-20-11

INVITATION TO BID



P.O. Box 424
Baytown, Texas 77522-0424

**BID TITLE: ANNUAL OUTSOURCING OF UTILITY
BILLS CONTRACT**
BID NUMBER: 026-12

**BID OPENING DATE: WEDNESDAY, JANUARY 4,
2012 @ 2:00 P.M.**

LATE BIDS WILL NOT BE CONSIDERED.

Bidder Must Fill In & Sign
Name of Firm, Company

Agent's Name

Agent's Title

Mailing Address

City

State

Zip

Telephone

Fax No.

Email address:

AUTHORIZED SIGNATURE
FAILURE TO MANUALLY SIGN
SHALL DISQUALIFY BID

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS ON BACK OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

SHIPMENT DESTINATION

CITY OF BAYTOWN UTILITY BILLING DEPARTMENT, 2505 MARKET
STREET, BAYTOWN, TEXAS 77520

ITEM NO.	ITEM AND DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	ANNUAL OUTSOURCING: UTILITY BILLING CONTRACT, per attached specifications.			
1.	One Time Setup Charge for reformatting of form & Programming and Data Processing Set-up – Utility Bill Letters. Includes ability to extract from City of Baytown customer print file and process into usable format through data manipulation.	One time cost	*****	\$ _____
2.	Notification of Address Change (NOCA) to be performed at beginning of contract and six (6) months thereafter.	2 times (Per Each Usage based on 22,000 customers)	\$ _____ Cost per each usage	\$ _____
3.	Utility letter bill -Cost to provide envelopes, forms and data process/laser print. Fold, sort, tray, tag mail and drop at USPS.	22,000	\$ _____ Cost per each bill.	\$ _____
4.	One Time Setup Charge for Delinquent letters for reformatting of form & Programming and Data Processing Set-up. Includes ability to extract from City of Baytown customer print file and process into usable format through data manipulation.	One time cost	*****	\$ _____
5	Delinquent Letter - Cost to provide envelopes, forms and data process/laser print. Fold, sort tray, tag mail and drop at USPS.	4,000	\$ _____ Cost per each letter.	\$ _____
			GRAND TOTAL:	\$ _____

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Baytown will accept **sealed proposals** Monday through Friday, 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 5:00 p.m. Purchasing Department is **closed** from 12:00 p.m. to 1:00 p.m. Proposals must be received by the PURCHASING DEPARTMENT and in the PURCHASING DEPARTMENT before the specified hour and date of the opening. At that time the proposals will be publicly opened and read aloud.
2. Sealed Proposal is to be properly identified with proposal number, time and date of opening. Proposer shall submit one (1) unbound original and duplicate copies as specified in proposal requirements.
3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.
4. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Baytown reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective Proposers. If Proposer demonstrates just reason for a change, the City of Baytown must have at **least five working days'** notice prior to proposal opening date.
6. **Should Proposer find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Proposer should at once notify the Purchasing Department and obtain clarification prior to submitting a proposal.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Proposal unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Proposals subject to unlimited price increases will not be considered.
8. Proposal offered shall be valid for ninety (90) days from opening date.
9. The City of Baytown is exempt from taxes. **DO NOT INCLUDE TAX IN PROPOSAL.**
10. The City of Baytown reserves the right to terminate this contract with cause by notifying Contractor/Supplier in writing within ten (10) days and without cause by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Proposer **MUST** give full firm name and address. Person signing proposal should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.**
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, Proposer must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If Proposer takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in the request for proposals. Verbal agreements to the contrary will not be recognized. Deviations from specifications and alternate proposals must be clearly shown on the Exceptions to Proposal form with complete information attached to form. They may or may not be considered. If no exceptions or deviations are listed, it will be assumed that the proposal meets or exceeds the minimum requirements.
13. NO substitutions or cancellations shall be permitted without written approval of the City of Baytown.
14. All Proposers **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Baytown reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the City of Baytown.
15. Consistent and continued tie proposing could cause rejection of proposals by the City of Baytown and/or investigation for Anti-Trust violations.
16. **If a proposal contains proprietary information, the Proposer must declare such information as proprietary if Proposer does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the proposal.**
17. The Contractor/Supplier agrees to protect the City of Baytown from claims involving infringement of patents or copyrights.
18. Purchase order number should be on original invoice and invoice sent to the City of Baytown, PO Box 424, Baytown, TX 77522-0424; Attn: Accounts Payable.
18. The City of Baytown shall pay for the product/service within thirty (30) days of receipt and acceptance or within thirty (30) days after receipt of an invoice for the same, whichever is later. Acceptance by the City of Baytown shall constitute all items proposed being received and in good working order to the City of Baytown's satisfaction.
19. **Proposer shall sign, date and complete CONFLICT OF INTEREST QUESTIONNAIRE and return with proposal.**
20. Bidder must complete and execute the Affidavit of Ownership or Control included in the bid package and required by Chapter 2 "Administration," Article V "Finance," Division 4 "City Contracts: Indebtedness to City" of the Code of Ordinances, Baytown, Texas. Such affidavit must be included in the sealed envelope with the Bid at the time the bid is submitted to the Purchasing Manager.

2-16-10 revised

CITY OF BAYTOWN

SPECIFICATIONS

ANNUAL OUTSOURCING OF UTILITY BILLS CONTRACT

BID NUMBER: 026-12

SPECIFICATIONS (MINIMUM):

SCOPE: The City of Baytown seeks competitive bids for outsourcing billing for utilities. 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 of Baytown for the annual outsourcing of the utility billing contract. The quantities on this Invitation to Bid are estimates based on previous usage. 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. For large projects that occur, the City of Baytown reserves the right to go out for bids.

COOPERATIVE PURCHASING: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Baytown and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Baytown shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

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.

QUANTITIES: The Utility Billing Division bills customers in two (2) cycles per month. Cycle I billing is approximately 12,000 customers and Cycle II billing is approximately 10,000 customers per month. Bidder shall take into consider an additional estimated 255 final bills which accompany cycle bills twice per month. Quantities are based on customer fluctuation and 22,000 bills will be used as the estimated total for evaluation purposes. The City of Baytown 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.

DESCRIPTION: The City of Baytown Utility Department seeks to outsource the file manipulation, material, laser printing and mailing of the City's utility bills and delinquent letters. Successful supplier shall provide all material and labor to produce utility bills and delinquent letters in 8-1/2" x 11" letter form. Attached with bid packet are City's currently used letter bill and delinquent letter for an example of the minimum requirements. Bidder shall utilize 1st class digit automated for full postage discounts.

Letter Bills and Delinquent Letters shall include the following:

- Initial programming and set-up of customers address files.
- Receive and convert customer address file for mailing.
- Mail stream and sort for "First Class" automated discount rates.
- Provide 8.5x11" 24# Perforated paper 1/0.
- Provide #10 double window envelope to enclose bill and attachments.

- Provide #9 Std. White closed face return envelope, black 1/0 with City's address.
- Mail within 24 hours after receiving mail file.
- Manipulate file, data process, and laser-print approximately 22,000 simplex statements.
- Convert barcode numbers in billing file to barcode.
- Receive, convert Publisher file/City's Newsletter and print on back of utility bill.
- Manipulate file, data process, and laser-print approximately 4,000 delinquent letters.
- Fold, insert, tray and tag mail and drop at USPS.
- Provide PDF's of address mail file.
- Insert additional forms (2) in bills at no additional charge.
- Provide pricing for inserting additional forms (1st 2 forms at no charge as outlined above).
- Process address file through NCOA twice a year.

Successful supplier shall provide their own comparable weight stock and have the ability to utilize both sides of the letter bills and delinquent letters. All billing information currently printed on attached samples, from the print file, must be included in bidder's format. Bidder shall include in bid packet a sample layout of front and back utility bill utilizing Bidder's experience in lay-out design. Letter bills and delinquent letters shall include as minimum requirements as follows:

- Customer's Name
- Customer's Address
- City of Baytown's return address
- Customer's Account Number
- Due By Date (shall include date and dollar amount)
- Due After Date (shall include date and dollar amount)
- Billing information breakdown (i.e., water charge, sewer charge, garbage charge, garbage tax, service fees)
- Printed "Return This Stub With Payment" on both letter bills and delinquent letters. The bottom of both the bills and delinquent letters should have a perforated section that the customer may tear off.
- Printed "Change of Address Notification Requested" where appropriate
- Room for messages on one side (messages may vary with different customers)
- Bar-coding for five (5) digit discounts needs to be converted and printed on bottom of bills.

SAMPLES: Bidder shall include an example of the proposed letter bill layout and delinquent letter layout along with the bid. Each sample must be labeled with Bidder's name and Bid number. (City samples are included with packet.)

MODIFICATIONS: After award, Bidder must have approval from the City of Baytown Utility Billing Manager, Gina Rivon at 281-420-7160, for any modifications in utility bills regarding laser printing, set up, or quality of services.

SET-UP/SOFTWARE CAPABILITY: Bidder shall have the technology and ability to transfer City of Baytown's customer files, do file manipulation, and print out all pertinent information required. The City of Baytown uses Pentamation's Community Plus billing software. Bidder shall provide a secure site for the City to File Transfer Protocol (FTP). 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 to Bid a one-time cost for said program development to allow processing/manipulation of the City's billing print file. Upon request by bidder, The City of Baytown will provide an example of the City's billing print file. Any questions pertaining to file transfer are to be directed to Asim Khan, Information Technology Services (ITS) Department, at 281-420-7100.

CHANGE OF ADDRESS NOTIFICATION: Bidder shall utilize software program National Change of Address (NCOA) twice a year and notify the City of Baytown when any change of addresses or other customer information may occur in order to update the City of Baytown’s customer files. Successful Bidder shall run customer file through NCOA at the beginning of the contract and six (6) months thereafter. Bidder shall utilize the NCOA software program in order to obtain maximum postal discounts with bar-coding. Usage of NCOA will ensure all bills being mailed to the correct addresses. Bidder shall through usage of NCOA electronically notify the City of Baytown of all change of addresses. Bidder shall indicate on the Invitation to Bid the charge per usage of NCOA.

POSTAGE AND MAILING: In addition to providing material, transferring files, performing file manipulation, and laser printing, bidder shall establish an account with the United States Postal Office, and bidder shall perform all handling and mailing of customer bills on a routine basis. Each bill shall be 1st class and receive the best automated discounts available. The City of Baytown desires to achieve maximum postal discounts for billing which shall be lowest automated rate for 5-digit discounts. Bidder shall indicate on the Invitation to Bid the cost per each utility bill for postage computing lowest automated rate for 5-digit discounts according to the U. S. Postal Service requirements. The Bidder shall pay all postal charges. The Bidder may submit billing for reimbursement of such postage charges to the City of Baytown immediately after each billing cycle or include a separate monthly invoice for reimbursement of postage charges with the monthly invoice for billing services. The invoice for postage reimbursement must include the U.S. Postal Service Form 3600R – statement of mailing - a postal receipt, and detail for each billing cycle listing the number of bills and postal rates for which the Bidder paid the postage. Bidder shall maintain all permits and maintenance of the account established with the Post Office.

CYCLE DATES: The City of Baytown will provide billing dates for each calendar year. Cycles are based on the due dates. Print file will be electronically submitted by the Utility Department to successful Bidder the day prior to mail/bill date. Bidder will complete billing/ mailing cycle in a twenty-four (24) hour turnaround. Bidder shall mail customers utility bills as follows:

CYCLE I	CYCLE II
<i>Bills to be mailed as follows:</i>	<i>Bills to be mailed as follows:</i>
01/25/12	01/11/12
02/22/12	02/08/12
03/21/12	03/07/12
04/25/12	04/11/12
05/23/12	05/09/12
06/20/12	06/06/12
07/25/12	07/11/12
08/22/12	08/08/12
09/26/12	09/12/12
10/24/12	10/10/12
11/21/12	11/07/12
12/26/12	12/12/12

The Bidder shall mail or deliver, by the end of business on the first working day after each mailed billing cycle, a copy of that billing cycle’s U.S. Postal Service Form 3600R – Statement of Mailing – to the City of Baytown Utility Billing Division, 2505 Market Street, Baytown, Texas 77520. FAILURE TO MEET CYCLE DATE REQUIREMENTS MAY RESULT IN TERMINATION OF THIS CONTRACT.

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 of Baytown. This service would be at no additional cost to the City of Baytown.

Alternate plan available: (Indicate Yes or No) _____



If an alternate plan is available, Bidder shall include a description of plan.



CAPABILITY SURVEY: The City of Baytown 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.

ACCEPTANCE AND NONCONFORMING STANDARDS: All service shall be accepted subject to inspection, count and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Contract may be awarded to the bidder who provides goods or services at the best value for the City of Baytown. Extended pricing for letter bills and delinquent letters will be totaled to determine evaluation. The one-time up-front cost for developing file program manipulation of the City's billing print file will be considered in the evaluation as well as the charge to utilize NCOA and postage rates. The City of Baytown reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Baytown.

AUDIT: Supplier shall provide the City of Baytown 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 Purchasing Department.

REFERENCES: If Bidder has not performed service for the City of Baytown previously, Bidder shall provide a list of customers to whom he has supplied the specified services for the last three (3) years. Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has supplied the specified material, product, equipment, or service bid. Attachment I – References is attached for Bidder's convenience and shall be returned with the Invitation to Bid. The list shall include the customer's name, address, telephone number, and the name of an individual to contact. References will be contacted.

NON-FUNDING CLAUSE: The City of Baytown's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Baytown reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

CONTRACT PERIOD: This is an annual contract for the period of one (1) year, from FEBRUARY 1, 2012, through JANUARY 31, 2013. This contract may be renewed under the same terms and conditions for successive one-year periods, upon the agreement of both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-three (63) days prior to expiration date.

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 two (2) 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 of Baytown may terminate extension at any time for any reason without prior notice.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

CONTRACT: The specifications included herein upon award shall become the legal and binding contract.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

Bidder shall include contract name, contract number, and attention to Purchasing Department on the Insurance Certificate.

Bidder shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Bidder, its agents, representatives, volunteers, employees or subconsultants.

- a. Bidder's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Bidder's insurance and shall not contribute to it. Further, Bidder shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors, subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$1,000,000
 - Products & Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$500,000
 - Fire Damage: \$50,000
 - Coverage shall be at least as broad as ISO CG 00 01 10 93
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$500,000
 - Coverage for "Any Auto"
3. Errors and Omissions, if applicable
 - Limit: \$500,000 for this project.
 - *For all architects, engineers, and/or design companies*
 - Claims-made form is acceptable
4. Workers' Compensation

- Statutory Limits
- Employer's Liability: \$500,000
- Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier must have an A.M. Best Rating of B+:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form, if applicable.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions Policy required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Bidder. Bidder shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement.

Please include on Certificate of Insurance under Description of Operations exact verbiage as follows:

Certificate Holder, its officers, agents & employees are included as Additional Insured (except as respects all coverage afforded by the Workers Compensation Policy) and Waiver of Subrogation is in favor of Certificate Holder as written contract and as their interests may appear.

INDEMNITY AGREEMENT:

THE BIDDER HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE

JOINT NEGLIGENCE OF THE CITY AND THE BIDDER, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE BIDDER, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE BIDDER OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE BIDDER'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE BIDDER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 4-29-08)

RELEASE: The Bidder assumes full responsibility for its work performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Bidder's work to be performed hereunder. This release shall apply with respect to the Bidder's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting herefrom 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.

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 shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Baytown.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONTRACT TERMINATION: The City of Baytown reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to

perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

PRICING: The price shall include all costs including stock material, production costs, file transfer, file manipulation, processing, laser printing, mailing of bills, shipping, handling, pickup, delivery, and any other related costs. Data Program File developed by successful bidder shall incur a one-time cost upon the City of Baytown's approval of program submitted. All quotes shall be F.O.B. destination Utility Billing Division, 2505 Market Street, Baytown, Texas. Postage shall not be included in evaluation of this contract. The City of Baytown will make payment to the Postmaster for all postage.

INVOICE: The Bidder shall invoice the City of Baytown monthly, per bill, for the number of bills mailed. The Bidder's invoice shall include a detail of the number of bills mailed on each billing cycle of the month. Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be approved by Utility Billing prior to payment. Approved Invoice shall be sent to:

CITY OF BAYTOWN
P. O. BOX 424
BAYTOWN, TX 77522-0424
ATTN: ACCOUNTS PAYABLE

PAYMENT: The City of Baytown shall pay for services within fifteen (15) working days of receipt and acceptance. Acceptance by the City of Baytown shall constitute all services bid being received to the City's satisfaction.

BID DELIVERY: The City of Baytown Purchasing Department shall accept sealed bids Monday through Friday, 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. The Purchasing Department is closed from 12:00 p.m. - 1:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.

Submit to:

CITY OF BAYTOWN
PURCHASING DEPARTMENT
2123 MARKET STREET
BAYTOWN, TX 77520

lkm/026-12

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section

[illegible]

Agent

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone : () _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone : () _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone : () _____

Product Purchased by Reference: _____

SUPPLIER INFORMATION FORM

	COMPANY'S FULL BUSINESS NAME:
	PHYSICAL ADDRESS:
	PHONE #:
	FAX #:
	CONTACT PERSON:
	PHONE #:
	REMITTANCE ADDRESS:
	PHONE #:
	FAX #:
	CONTACT PERSON:
	PHONE #:
	PAYMENT TERMS DISCOUNT:
	COMPANY TAX ID#:

CITY OF BAYTOWN
PURCHASING DEPARTMENT
NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF BAYTOWN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

**INSTRUCTION:** ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ § AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ [FULL NAME] (hereinafter "Affiant"),  
 \_\_\_\_\_ [STATE TITLE/CAPACITY WITH  
 CONTRACTING ENTITY] of \_\_\_\_\_ [CONTRACTING  
 ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on  
 oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with \_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP  
☐ CORPORATION  
☐ PARTNERSHIP  
☐ LIMITED PARTNERSHIP  
☐ JOINT VENTURE  
☐ LIMITED LIABILITY COMPANY  
☐ OTHER (Specify type in space below):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION  
☐ UNINCORPORATED ASSN.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: \_\_\_\_\_

Business Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

**5% or More Owner(s)/Officers of Non-Profit Corporation  
(IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

6. Optional Information  
Contracting \_\_\_\_\_ Entity \_\_\_\_\_ and/or  
[NAME OF \_\_\_\_\_]



**OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: \_\_\_\_\_

Type of Debt: \_\_\_\_\_

Account Nos.: \_\_\_\_\_

Case or File Nos.: \_\_\_\_\_

Attorney/Agent Name: \_\_\_\_\_

Attorney/Agent Phone No.: \_\_\_\_\_

Delinquent Years/Months: \_\_\_\_\_

Status of Appeal [DESCRIBE]: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me this \_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**NOTE:**

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.



CITY OF BAYTOWN – (281) 420-6515  
Utility Billing Division  
P.O. Box 424  
2505 Market Street  
Baytown, Texas 77522-0424

## FINAL BILL

**Return Service Requested**

\*\*\*\*\*AUTO\*\*DIGIT 77520

MAIL TO:

H R RICHARD'S RESTAURANT

1902 GARTH RD

BAYTOWN TX 77521-8564



ACCOUNT INFORMATION:

|                    |               |
|--------------------|---------------|
| ACCOUNT:           | 2390-19586-02 |
| SERVICE ADDRESS:   | 1902 GARTH RD |
| FINAL BALANCE DUE: | \$59.94       |

THIS IS YOUR FINAL BILL.  
**DUE IMMEDIATELY UPON RECEIPT**

| SERVICE             | CURRENT<br>READING | DATE<br>READ | PREVIOUS<br>READING | CONSUMPTION | CURRENT<br>AMOUNT DUE |
|---------------------|--------------------|--------------|---------------------|-------------|-----------------------|
| WATER               | 52                 | 10/15/2011   | 49                  | 3K          | 18.46                 |
| SEWER               |                    |              |                     | 3K          | 18.53                 |
| GARBAGE             |                    |              |                     |             | 17.56                 |
| RECYLING            |                    |              |                     |             | 2.25                  |
| GARBAGE TAX         |                    |              |                     |             | 1.45                  |
| RECYLING TAX        |                    |              |                     |             | 0.19                  |
| MDUS FEE            |                    |              |                     |             | 1.50                  |
| TOTAL OF FINAL BILL |                    |              |                     |             | 59.94                 |

All final bills must be paid in full before account holder can re-establish water service with Utility Billing.

Night drop payments, online payments and payments by phone are posted the next business day. Our office and drive through window are open Monday – Friday, excluding holidays, from 8 a.m. – 4 p.m. To pay by phone call 866-528-0686. For quick response questions please contact us at [ubservices@baytown.org](mailto:ubservices@baytown.org).

THIS IS YOUR FINAL BILL.  
**DUE IMMEDIATELY UPON RECEIPT**

RETURN THIS STUB WITH PAYMENT  
**PAYMENT COUPON**

|                    |               |
|--------------------|---------------|
| ACCOUNT:           | 2390-19586-02 |
| SERVICE ADDRESS:   | 1902 GARTH RD |
| FINAL BALANCE DUE: | \$59.94       |

AMOUNT ENCLOSED: \_\_\_\_\_

THIS IS YOUR FINAL BILL DUE UPON RECEIPT

REMIT PAYMENT TO:

H R RICHARD'S RESTAURANT  
1902 GARTH RD  
BAYTOWN TX 77521-8564

CITY OF BAYTOWN  
PO BOX 203622  
HOUSTON TX 77216-3622



128308809089 111520113 000190428



CITY OF BAYTOWN – (281) 420-6515  
Utility Billing Division  
P.O. Box 424  
2505 Market Street  
Baytown, Texas 77522-0424

**Return Service Requested**

\*\*\*\*\*AUTO\*\*DIGIT 77520

MAIL TO:

H R RICHARD'S RESTAURANT  
1902 GARTH RD  
BAYTOWN TX 77521-8564



## PAST DUE NOTICE

### ACCOUNT INFORMATION:

|                  |               |
|------------------|---------------|
| ACCOUNT:         | 2390-19586-02 |
| SERVICE ADDRESS: | 1902 GARTH RD |
| NOTICE DATE:     | 11/3/11       |
| DISCONNECT DATE: | 11/15/11      |

TOTAL AMOUNT DUE (IF PAID BY 11/15/11): \$205.49

TOTAL AMOUNT DUE (IF PAID AFTER 11/15/11): \$240.49

## NOTICE OF NON-PAYMENT

ACCOUNT IS SUBJECT TO DISCONNECT IF PAYMENT IS NOT RECEIVED BY 4 P.M. 11/15/11

ACCOUNT IS PAST DUE IN THE AMOUNT OF: \$205.49 (IF PAID BY 11/15/11)

PLUS ACCRUED PENALTIES AND LATE CHARGES: \$35.00

TOTAL DUE: \$240.49 (IF PAID AFTER 11/15/11)

ACCOUNT NUMBER: 2390-19586-02

SERVICE AT: 1902 GARTH RD  
BAYTOWN, TX 77521-8564

Please avoid additional late charges and fees by coming in and paying your past due account balance before 4:00 p.m. on the date listed above. Once a disconnect work order is issued, a \$35.00 fee will be automatically added to the account. Night drop payments, online payments and payments by phone are not processed immediately. They are posted the next business day. To pay by phone, 866-528-0686. For quick response questions please contact us at [ubservices@baytown.org](mailto:ubservices@baytown.org).

### RETURN THIS STUB WITH PAYMENT PAYMENT COUPON

|                  |               |
|------------------|---------------|
| ACCOUNT:         | 2390-19586-02 |
| SERVICE ADDRESS: | 1902 GARTH RD |
| NOTICE DATE:     | 11/3/11       |
| DISCONNECT DATE: | 11/15/11      |

|                                     |          |
|-------------------------------------|----------|
| TOTAL DUE (IF PAID BY 11/15/11):    | \$205.49 |
| TOTAL DUE (IF PAID AFTER 11/15/11): | \$240.49 |

AMOUNT ENCLOSED: \_\_\_\_\_

H R RICHARD'S RESTAURANT  
1902 GARTH RD  
BAYTOWN TX 77521-8564

REMIT PAYMENT TO:  
CITY OF BAYTOWN  
PO BOX 203622  
HOUSTON TX 77216-3622



128308809089 111520113 000190428





CITY OF BAYTOWN – (281) 420-6515  
Utility Billing Division  
P.O. Box 424  
2505 Market Street  
Baytown, Texas 77522-0424

**Return Service Requested**

\*\*\*\*\*AUTO\*\*DIGIT 77520

MAIL TO:  
H R RICHARD'S RESTAURANT  
1902 GARTH RD  
BAYTOWN TX 77521-8564



**ACCOUNT INFORMATION:**

ACCOUNT: 2390-19586-02  
SERVICE ADDRESS: 1902 GARTH RD  
PAST DUE BALANCE: \$205.49  
CURRENT AMOUNT DUE: \$59.94  
TOTAL AMOUNT DUE: \$265.43

PAST DUE BALANCE DUE: IMMEDIATELY  
CURRENT AMOUNT DUE: 11/9/11

CURRENT AMOUNT DUE IF PAID AFTER 11/9/11: \$65.93  
TOTAL AMOUNT DUE IF PAID AFTER 11/9/11: \$271.42

| SERVICE               | CURRENT<br>READING | DATE<br>READ | PREVIOUS<br>READING | CONSUMPTION | CURRENT<br>AMOUNT DUE |
|-----------------------|--------------------|--------------|---------------------|-------------|-----------------------|
| WATER                 | 52                 | 10/15/2011   | 49                  | 3K          | 18.46                 |
| SEWER                 |                    |              |                     | 3K          | 18.53                 |
| GARBAGE               |                    |              |                     |             | 17.56                 |
| RECYLING              |                    |              |                     |             | 2.25                  |
| GARBAGE TAX           |                    |              |                     |             | 1.45                  |
| RECYLING TAX          |                    |              |                     |             | 0.19                  |
| MDUS FEE              |                    |              |                     |             | 1.50                  |
| TOTAL OF CURRENT BILL |                    |              |                     |             | 59.94                 |

To avoid late charges on your current bill, payment must be received in the Utility Billing Office before 4:00 p.m. on the date listed above. The past due balance is subject to disconnect and due immediately.

Night drop payments, online payments and payments by phone are posted the next business day. To avoid disconnection, please do not use these forms of payment if your account is past due and you are paying on the final due date. Our office and drive through window are open Monday – Friday, excluding holidays, from 8 a.m. – 4 p.m. To pay by phone call 866-528-0686. For quick response questions please contact us at [ubservices@baytown.org](mailto:ubservices@baytown.org).

**RETURN THIS STUB WITH PAYMENT  
PAYMENT COUPON**

ACCOUNT: 2390-19586-02  
SERVICE ADDRESS: 1902 GARTH RD  
PAST DUE BALANCE: \$205.49  
CURRENT AMT DUE (BY 11/9/11): \$59.94  
TOTAL AMOUNT DUE: \$265.43

CURRENT AMT DUE (IF PAID AFTER 11/9/11): \$65.93  
TOTAL AMT DUE (IF PAID AFTER 11/9/11): \$271.42

AMOUNT ENCLOSED: \_\_\_\_\_

REMIT PAYMENT TO:  
CITY OF BAYTOWN  
PO BOX 203622  
HOUSTON TX 77216-3622



H R RICHARD'S RESTAURANT  
1902 GARTH RD  
BAYTOWN TX 77521-8564

128308809089 111520113 000190428