



STANDARD AGREEMENT

(Version 8-16-2023)

This AGREEMENT ("Agreement") is entered by and between **Alliance Printing (a division of Hisco)** ("Contractor"), located at **5225 Hollister Street, Houston TX 77040** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Printing and Mailing Services of City Matters**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **October 1, 2023** and shall expire on **September 30, 2026**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$295,200.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor **is not** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are not** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt

or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard

whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____. *(date to be filled in by City Secretary)*

ALLIANCE PRINTING (ADIVISION OF HISCO) - “Contractor”

DocuSigned by:

F4E869D6B68245F...

Matt Kuntz

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(There are **5** pages for Exhibit A, including this page)

See Next Page

Printing and Mailing Services of City Matters Magazine

I. Scope of Work

A. General

The City of League City is seeking qualified proposers to provide printing, mailing services, and **entire** cost of postage for City Matters Magazine. The quantities in the Request for Proposal are estimates based on previous usage. These estimates are for acquainting the proposer with probable quantities to be expected during the contract term. These estimates are not intended to set forth minimum or maximum quantities on this contract and shall not be constructed as such.

City Matters currently serves as the City of League City's principal print publication delivered to all residents. Currently published **four (4) times a year, quarterly: Winter (December, January, February), Spring (March, April, May), and Summer (June, July, August) Fall (September, October, November)**. The publication features information regarding budget, City improvements, upcoming events, and general details about what is going on within the City.

B. Magazine Printing Specification

It is preferred that the Proposer have a printing facility located in Texas, specifically in the Houston-Galveston region, to ensure that City can receive a hand-delivered proof, or one sent via fed ex within two business days of the submittal of the art file by the City. This will allow the City's graphic designer to inspect the proof for color, bleed, faults, defects, and overall quality. The City will respond within 24 hours to indicate any changes or issues with the proof that need to be addressed.

The City is requesting to have an account management structure that includes an account manager and customer service representatives as direct point of contact to City staff, including but not limited to, in-person meetings, conference calls, and electronic communications to carry out the work of the contract.

The City will accept overages in excess of no more than **five (5%) percent**. Overages are to be approved by the Communications Department. Proposer shall confirm its commitment to this requirement. Overages shall be delivered to League City Hall at 300 West Walker Street, League City, Texas 77573.

Upon production and delivery to the post office of the magazine, the Proposer shall provide an invoice to the communications department.

The Proposer shall furnish all necessary labor, resources, equipment, and material for the provision of Magazine Printing Services. Proposer shall provide Magazine Printing and mailing Services quarterly, four (4) times per year. The preference of the magazine printing will begin with the Winter 2023 edition with the art file being delivered in **early November of 2023**.

Paper: Proposer shall not deviate from the specified stock unless approved by the City or if there are supply chain or stock issues, which the Proposer will then inform the City as soon as possible and provide an alternate mill brand/ paper stock option of similar quality

Printing and Mailing Services of City Matters Magazine

than can be used in a four (4) color offset printing process. A sample of the paper option shall be hand-delivered to the city or sent via fed-ex. Proposer shall indicate the mill brand that will be utilized.

- Presswork: Proposer shall not deviate from the specified text ink, ink cover, cover coatings or bleeds. The magazines will have bleeds throughout.
- Prepress: The City's requirement is for a hard copy full color press ready proof. The Proposer shall provide one (1) press proof for approval within two (2) business days upon receipt of the art file from the City. The proof can be delivered in person or sent via FedEx to the City's Graphic Designer who will provide any changes to the proof within 24 hours of receipt.
- Bindery: The magazine is **saddle stitched**
- Printing and Mailing service: Proposer to include mail list information, preparation and **all** postage of City Matters magazine to the USPS no later than sixteen (16) business days following receipt of proof approval from the City. Proposer shall confirm the standard magazine turnaround time after approval of proofs as it is imperative that the Proposer meet the City's deadlines. The City will not pay for rush charges.
- Packaging: Proposer shall deliver additional magazines to the City. Magazines should be packaged in cartons or in bounded stacks not exceeding fifty (50) pounds or **150 per** carton/stack.
- Intervals: Quarterly: Intervals will be as follows:

Quarter One (Winter)	December	January	February
Quarter Two (Spring)	March	April	May
Quarter Three (Summer)	June	July	August
Quarter Four (Fall)	September	October	November

Printing and Mailing Services of City Matters Magazine

C. Delivery of Data to the Printer

The Proposer will be supplied with an art file containing the entire print document, including all image files, photos, and other elements. The file will be created in Adobe InDesign.

The City can deliver the file via Dropbox or can use the Proposer's FTP site, as long as the Proposer provides the City with a secure password and the site is protected, allows file sharing, project tracking, and online collaboration.

B. Mailing Services

Proposer shall provide mailing services, which includes purchasing and providing a mailing list for a total of approximately 40,000 addresses. Proposer shall prepare the address files utilizing the NCOA system or equivalent to confirm matches and duplicates. This may include but is not limited to duplication removal, CASS Certification, inkjet addressing, postal presorting for non-profit and delivering to USPS.

The Proposer shall pay **all** postage costs (including and not limited to E-postage) and drop ship the magazine via zip codes to local post office locations to obtain the best possible postage prices to mail the magazine. As such, the City's preference is for a printer with a mail house as part of a **one-stop** solution and not a separate mail house.

The Proposer shall mail all magazines via USPS to the specified address using appropriate zip-code drop locations (Post Offices) to obtain the best postage prices and ship the remaining magazines to the City. The Proposer shall specify the courier that will be utilized for the shipment of the extra magazines.

The Proposer shall file the appropriate paperwork with the USPS so that the postage indicia will reflect their post office locations and afford the City the best and lowest postage prices in the most expeditious delivery fashion possible.

C. Pricing

The City is requesting pricing for the option provided below

QUARTERLY

Printing and Mailing Services of City Matters Magazine

Description	
Title:	City Matters
Quantity:	40,000
Finished Size:	8.5 x 11 - 17" x 11" saddle stitched along the 11" side
Number of Pages:	20 Page Self Cover
Paper Specifications	
Cover Stock (Style/Color/Finish):	80 lb Gloss text
Inside Pages (Style/Color/Finish):	60 lb Gloss Text
Presswork Specifications	
Text Ink:	4 Color Process
Cover Inks:	4 Color Process
Cover Coating:	Aqueous Coating
Bleeds:	With Bleed
Printing Layout:	Both Sides of Paper
Prepress Specifications	
Artwork/Photos:	FTP Site or Dropbox Link Sent by City
Layout:	Indesign Art File
Proof Request:	Hard Copy Approval by City Graphic Designer
Bindery Specifications	
Binding:	Saddle Stitch
Packaging Excess	Not to exceed 50 lbs. or 150 magazines per carton
Printing Interval	Quarterly
Mail Fulfillment	Purchase and provide mailing list Prepare address files Printing and tagging
Postage	Cost of all postage Drop ship via zip codes to local post office locations