



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **The Galveston County Daily News** ("Contractor"), located at **8522 Teichman Road, Galveston, TX 77553** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Official City Newspaper**. 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 begin on **July 28, 2018** and shall terminate on **July 28, 2019**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the 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, the 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. This Agreement is eligible for **3** renewal option(s) with a term of **1** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$22,000** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor **is not** required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. 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. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **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 for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the 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 of League 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, the 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 the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the 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 the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the 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 the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the 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 the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **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 incorporation; 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.
10. **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.

11. **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 the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, 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.**
13. **Force Majeure:** Neither the 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 from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract 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 notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *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.
16. **State 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 (collectively, "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.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **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 the City and the 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 the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) 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, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement 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.
20. **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.
21. **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.
22. **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.
23. **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, such loss or damage will be Contractor's responsibility.
24. **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.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract 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 contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **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"), and 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.
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

28. **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 the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** 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.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this ____ day of _____, _____. *(date to be filled in by City Secretary)*

GALVESTON DAILY NEWSPAPER - "Contractor"

Leonard Woolsey, President & Publisher

CITY OF LEAGUE CITY – "City"

John Baumgartner

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products
(50 number of pages, including this page)

See Next Page



REQUEST FOR PROPOSALS (RFP)

NOTICES AND DESIGNATION AS OFFICIAL CITY NEWSPAPER RFP #18-030

The City of League City is now accepting sealed proposals for the purpose of entering into an agreement for Publication of Notices and Designation as Official City Newspaper.

DEADLINE: Sealed proposal submittals must be received by **3:30 p.m., CST, Tuesday, July 10, 2018**. (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of League City, City Hall Executive Conference Room, 300 W. Walker Street, League City, TX 77573. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: #18-030 – *Publication Notices and Designation as Official City Newspaper*

DELIVERY ADDRESS: Please submit one (1) marked original and two (2) exact duplicate copies of your complete proposal along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 8:00 am to 6:00 pm
Friday: 8:00 am to 12:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Billie Hall, Buyer, at purchasing@leaguecity.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of League City reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Tuesday, July 3, 2018 by 5:00 p.m.



City of League City
Request for Proposal #18-030
Notices and Designation as Official City Newspaper

1. Introduction:

The City of League City is soliciting proposals from firms who are interested and qualified to provide services for publication of notices, ordinances and other matters required by law to be published, and advertising in accordance with the specifications outlined in this document. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 General

League City is a home-rule, incorporated city with a 2017 population of approximately 102,635. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in north Galveston County southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage.

The city is governed by a Council/Manager form of government and municipal services are provided by 584 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two Assistant City Managers.



2.2 Intent

The City of League City intends to establish a contract for publication of notices, ordinances and other matters required by law to be published, and advertised in accordance with the specifications outlined in this document.

3. Scope of Work:

3.1 General

This request for proposal is for the publication of notices, ordinances, and other matters required by law to be published, and advertised in accordance with the specifications outlined in this document.

3.2 Statutory Requirements

Government Code Requirements

3.2.1 (Chapter 2051.044 Type of Newspaper Require)

- a) Devote not less than 25 percent of its total column lineage to general interest items ;
- b) Be published at least once each week
- c) Be entered as second -class postal matter in the county where published;
- d) Have been published regularly and continuously for at least 12 months before the Governmental entity or representative publishes notice.

(Chapter 2051.045 Legal Rate Charged for Publication)

- f) The legal rate for publication of a notice in a newspaper is the newspaper's lowest published rate for classified advertising.

3.2.2 City Charter Requirements (Article X, Section 13):

Describe designation of City's official newspaper. All ordinances and official notices required to be published shall be published in the official newspaper of the city, which newspaper shall be selected annually as such official newspaper.

3.2.3 Local Government Code, Chapter 252.041 – Notice Requirement

If the competitive sealed bidding requirement applies to the contract, notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the municipality.

3.2.4 Effective Tax Rate Notice and Notice of Tax Revenue Increase, Local Government Code 140.010

General requirements – general circulation newspaper published at least once a week for 12 months before date of notice.



8-point type, may appear in any section Notice of Public Hearing on Tax Increase – quarter page ad in a standard size or tabloid size newspaper, headline must be 24-point or larger, may not appear in legal or classified section of newspaper.

3.2.5 Legal Requirements for Budget Hearing Notice:

Ad must be published in at least one local newspaper.

*Ad must be in at least 18-point font and include “This budget will raise more total property taxes than last year’s budget by XX and of the amount XX is revenue to be raised from new property added to the tax roll this year.”

3.3 Performance Requirement

3.3.1 A list of service requirements and responsibilities include, but may not be limited to:

- a) Ability to accommodate late-notice requests for legal publications (bidders should state publication deadline(s) relative to date of printing and delivery).
- b) provide the paper clipping of each individual publication attached to affidavit of publication with monthly invoice.
- c) Provide, at no extra charge, within 48 hours, additional publications and affidavits as needed.
- d) Provide a proof of a requested publication item no later than two (2) days before publication of said item.
- e) Confirm receipt of requests for publication by fax or email within two (2) hours of the requests.
- f) Proposers must provide the contract telephone numbers, fax numbers and email addresses where requests for publications are to be made. If any of this information changes, the City’s Purchasing Manager and City Secretary must be notified within 48 hours.

3.3.2 Proposers must be capable of receiving notices prepared by the City of League City in all of the following manners and formats:

- a) Text copies via facsimile device;
- b) Text copies via electronic transfer;
- c) Graphic copier via electronic transfer;
- d) Text and/or Graphic copies via in-person pick up by vendor from the City Secretary’s Office upon request.

3.3.3 The proposer must republish all incomplete or incorrect notices in their entirety in the next publication at no charge to the City.

3.3.4 Billing: The proposer must be able to submit an invoice, within 30 days of publication or sooner, for the publication of notices. A separate invoice will be required for each requesting City department. A list of the departments will be available.

- 3.3.5 Certified Affidavit: Upon distribution of the invoice, the publisher will submit to the appropriate department a publisher's affidavit, by department, with attached cut clipping (tear sheet) of the published notice(s) and a certified statement by the publisher that includes the following information:
- a) States the rate charged;
 - b) Certifies that the rate charged is the newspaper's lowest published rate for classified advertising;
 - c) Certifies the dates of the publication.
- 3.3.6 Successful Proposer should have website presence, with capability to post City's legal notices to paper's website.
- 3.3.7 It is anticipated that all advertising for the City will be placed through this contract; however, it may be necessary to place advertisements outside the contract. The City reserves the right to make such determinations without adversely affecting the contract.

4. Contract Terms and Conditions:

4.1 General

This contract will be for a period of one (1) year. All rates/fees shall be fixed for the contract term.

This contract will be awarded on an all-or-none basis to the proposer having sufficient ability to perform this contract for the City of League City.

4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

4.3 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be 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 and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused



in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

5. Instructions to Bidders:

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.

The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: Monday, June 25, 2018

Deadline for Submitting Questions: Tuesday, July 3, 2018 by 5:00 pm

Proposal Submission Deadline: Tuesday, July 10, 2018 3:30 pm

Selection Process: July 16 – 19, 2018

Planned Award of Contract: July, 2018

Planned Notice to Proceed Issued: July, 2018

5.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

5.4 TAB A – Qualifications and Experience

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the publication of various notifications. Include: (i) Company Profile – brief discussion of the company, its history and services offered; (ii) Publishers Statement – for the last six (6) months; (iii) Experience – brief descriptions of services in regard to the processing, publishing, and

distribution of legal notices. Include the number of paid subscribers; (iv) Proposer should submit any supporting documentation available to substantiate number of “hits” or “views” on its website.

5.5 TAB B – Company’s Fee

The City prefers a simplified discount pricing structure. All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of agreement with the following exceptions that shall be adjusted to reflect:

- Additional discounts available for increased volume

Include the proposed fee to complete each publication. Provide a detailed fee schedule for discount fees and all other charges and expenses. Include any applicable set up fees and/or monthly account fees.

- Proposer should have the ability to invoice each department individually
- Price per column inch for legal notices
- Standard type size and Column width for ad
- Exhibit A - Cost to print Notice to Bidders
- Exhibit B - Cost to print Notice of Public Hearing
- Exhibit C - Cost to print Notice of Ordinance
- Exhibit D - Cost to print Effective Tax Rate Notice and Notice of Tax Revenue Increase
- Exhibit E - Cost to print Legal Requirements for Budget Hearing Notice

Company’s Schedule of Additional Fees

Include a schedule of fees for additional services.

- Affidavits
- Notary Public Services
- Tear Sheets
- Additional Tear Sheets upon request
- Digital Subscriptions to newspaper
- Web Link to the City’s Webs Site
- Public Digital access to all City of League City’s legal advertising
- Delivery of City of League City’s legal advertising to individuals upon request

Fees not specifically listed will not be allowed.

5.6 TAB C – Circulation Data

Proposer will provide both paid and non-paid circulation data for League City ZIP Codes with bid. This will include subscription mailing, rack placements (with address and facility listing of public locations where papers are regularly made available) and any other type of circulation. All circulation figures are to be substantiated by audits and/or mailing certifications etc.

5.7 TAB D – Company’s Timeline for Publication and Request for Affidavits

Proposer will provide day(s) of publication and distribution, as well as deadlines for inclusion in a particular issue. Provide a description of the company’s proposed timeline for publication and request for affidavits.

- Publication Dates
- Normal submission deadline (day and time)



- “Drop Dead” submission deadline (day and time)
- Ability to provide the paper clipping of each individual publication attached to affidavit of publication with monthly invoice
- Ability to provide at no extra charge within 48 hours additional publications and affidavits as needed
- Ability to provide a proof of a requested publication item no later than two (2) days before publication of said item
- Ability to confirm receipt of requests for publication by fax or email within two (2) hours of the request
- The City request proposers to provide actual samples as they would appear in their publication. Proposer shall submit samples using Helvetica Narrow with a standard font size of 8 pt. with spacing relative scale as that reflected in bid samples. Proposer shall **provide pricing for each sample submitted (reflecting column inch total X quoted advertising rate). Proposer will specify the standard type size and column with for each advertisement.**

5.7 **TAB E – References**

- 5.7.1 Provide references for similarly successful projects from five (5) governmental agencies, including the name of the agency, contact name, telephone and email address.
- 5.7.2 Include names and telephone numbers of persons whom the City of League City can contact for references regarding the firm’s past performance on similar projects.

5.8 **TAB F – Conflict of Interest**

5.8.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. The form can be located at the Texas Ethics Commission website:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of League City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of League City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council: Mayor	Pat Hallisey
Councilmember	Dan Becker
Councilmember	Hank Dugie
Councilmember	Larry Millican
Mayor Pro Tem	Todd Kinsey



Councilmember
Councilmember
Councilmember

Greg Gripon
Keith Gross
Nick Long

City Staff:

City Manager
Assistant City Manager
Assistant City Manger
Director of Planning
And Development
Director of Finance
City Secretary
Purchasing Manager

John Baumgartner
Ogden “Bo” Bass
Michael Kramm
David Hoover

Allena Portis
Diana Stapp
Alfred C. Turner

5.9 **TAB G – Certification**

5.9.1 See Page 10.



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder/proposer 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 anti-trust laws of this 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 fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received in order to verify receipt:

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

Addendum #4_____ Addendum #5_____ Addendum #6_____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE's NAME: _____

REPRESENTATIVE's TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 **Qualifications and Experience – 30 pts**
 - 6.1.2 **Company's Fees – 15 pts**
 - 6.1.3 **Company's Schedule of Additional Fees – 10 pts**
 - 6.1.4 **Circulation Data – 25 pts**
 - 6.1.5 **Company's Timeline for Publication – 15 pts**
 - 6.1.6 **References – 5 pts**
- 6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- 6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in proposal response.

This AGREEMENT ("Agreement") is entered into by and between [REDACTED] ("Contractor"), located at [REDACTED] and City of League City ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as [REDACTED].
2. **Term and Termination:** This Agreement shall begin on [REDACTED], and shall terminate on [REDACTED]. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the 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, the 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. This Agreement is eligible for [REDACTED] renewal option(s) with a term of [REDACTED] year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in Exhibit A, attached and incorporated for all purposes. In no event shall the total compensation exceed \$[REDACTED] during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor [REDACTED] is required/[REDACTED] is not required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. 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. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **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 for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the 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 of League 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, the 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 the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the 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 the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the 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 the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the 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 the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **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 incorporation; 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.



10. **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.
11. **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 the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY , AND EACH OF ITS DIRECTORS, 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.**
13. **Force Majeure:** Neither the 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 from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract 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 notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *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.
16. **State 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 (collectively, "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.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.



18. **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 the City and the 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 the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) 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, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
19. **Entire Agreement:** This Agreement contains the entire Agreement 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.
20. **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.
21. **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.
22. **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.
23. **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, such loss or damage will be Contractor's responsibility.
24. **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.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract 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 contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **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"), and terms and conditions

27. 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:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is 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 the City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** 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. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code

(Remainder of page intentionally left blank -signature block on next page)



Executed this _____ day of _____, _____.

_____ - "Contractor"

(Type Name and Position)

CITY OF LEAGUE CITY – "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Note: Modification of this Form requires approval by the Office of the City Attorney.



EXHIBIT "A"

(DESCRIPTION OF SERVICES/PRODUCTS AND PRICING)

1. Services:

Contractor will serve as:

2. Deliverables:

Contractor will deliver the following (Attach additional sheet, if necessary):

1.

2.

3.

4.

5.

6.

7.

8.

9.



EXHIBIT "B"
COMPENSATION

1. Compensation (Select one item):

☐ Contractor shall be paid a fee of _____ per person for a not to exceed amount of _____ for services.

OR

☐ Compensation shall be based on a **daily rate** of _____ dollars (\$_____) for _____ (____) days between _____ and _____, _____ (year).

OR

☐ Compensation shall be based on an **hourly rate** of _____ dollars (\$_____) for a total amount of _____ (____) Service hours.

Total compensation paid by CITY to Contractor for Services shall not exceed _____ dollars (\$_____), which amount does not include applicable sales tax or reimbursable expenses (below), without the express written consent of CITY.

Compensation will be made upon completion of services and in accordance with the Texas Prompt Payment Act.

2. Reimbursable Travel Expenses:

Reimbursable Travel Expenses under this Agreement and charged to CITY will not exceed _____ dollars (\$_____):

Reimbursable Expenses included in this agreement are listed as follows:



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.



- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguecity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or



inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers.

By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.



PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St., League City, TX 77573, accountspayable@leaguecity.com and shall reference the City of League City approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost



savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, not withstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>

Please sign and return the compliance agreement which addresses the State of Texas House and Senate bills discussed below.

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the City to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. .

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



**City of League City
House Bill 89 Verification**

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of
eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared
_____, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

The Daily News.

TEXAS' OLDEST NEWSPAPER • PUBLISHING SINCE 1842

409.683.5200 • www.galvnews.com
P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

June 28, 2018

City of League City
300 West Walker
League City, Texas 77573

RFP #18-030

RE: Table of Contents — Legal Bid from The Galveston County Daily News

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3. TAB B - Company's Fees	9
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The Daily News.

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P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

RFP #18-030

June 28, 2018

City of League City
300 West Walker
League City, TX 77573

Re: Legal Advertising Bid – *The Galveston County Daily News*

Please find this letter as our written commitment to providing the City of League City with the finest and most professional services in regard to the processing, publishing, and distribution of legal notices. Additionally, we are pleased to offer a dramatic discount from our lowest published rate to benefit the City of League City.

First of all, *The Galveston County Daily News* is pleased to go beyond the request of the official bid parameters and offer a special discount of over 55% off the lowest published rate for the placement of legal advertising in our newspaper. Our lowest published rate is currently \$23 per column inch. *The Daily News*, however, is willing to offer the City of League City a deeply discounted rate of only **\$10 per column inch** - a savings of \$13 per column inch.

Secondly, our subscriber / paid 18,000 + daily circulation is the largest paid general circulation in Galveston County, Texas. No other product can deliver this level of reach, transparency, and availability to the residents of League City, Texas.

Also, besides this discount, we are pleased to offer the following items absolutely free:

1. Free affidavits (regular fee is \$6 per unit)
2. Free notary public services
3. Free tear sheets
4. Free additional tear sheets upon request
5. Six (6) free print / digital subscriptions to *The Daily News* (\$1,260 annual value)
6. Free web link to City of League City's website from www.galvnews.com (\$1,200 annual value)
7. Free public digital access to all City of League City legal advertising.
8. Free email delivery of City of League City legal advertising to individuals upon request.

Page 2

The Daily News.

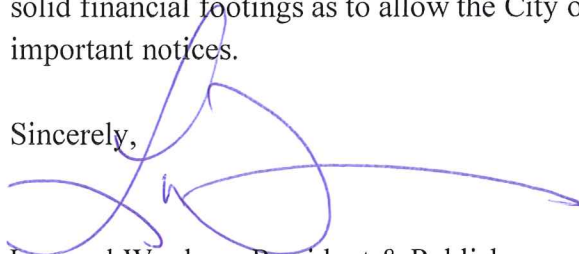
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P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

It is our hope the City of League City will view these value-added services as an indication of our interest and commitment to providing the residents with only the finest and most professional services for its investment.

The Daily News, the oldest continuously publishing newspaper in the state of Texas and is on solid financial footings as to allow the City of League City to count on to delivery such important notices.

Sincerely,



Leonard Woolsey, President & Publisher
The Galveston County Daily News

The Daily News.

TEXAS' OLDEST NEWSPAPER • PUBLISHING SINCE 1842

409.683.5200 • www.galvnews.com
P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

June 28, 2018

City of League City
300 West Walker
League City, TX 77573

Re: Qualifications and Experiences – *The Galveston County Daily News*

Thank you for the opportunity to share the unique qualifications of *The Galveston County Daily News* to serve the City of League City and residents in the placement of legal notices.

Experience matters. *The Daily News* currently serves in a professional capacity for the City of League City. Additionally, *The Daily News* serves the cities of Texas City, Galveston, Santa Fe, Dickinson, and Kemah to name only a few. No other newspaper can provide the depth of experience, understanding of the intricacies of the rules and regulations as *The Daily News*. Our dedication to ensuring the proper management and performance of legal notices is paramount. We understand and respect the level of responsibility required to ensure such work is properly and professionally performed. Our standard is to perform at the highest possible level – thus eliminating any concerns for City of League City.

1. **Company profile:** *The Daily News* is not only the oldest newspaper in the state of Texas (founded 1842), but also the largest paid-circulation newspaper serving the residents of Galveston County (over 45,000 readers per day). Additionally, the newspaper is privately held and debt-free – thus allowing it to invest in both current and new communication tools for the community. Besides committing a staff of full-time journalists to League City, *The Daily News* has also made a significant investment in the League City community with the *Connection* (28,000+ direct-mailed newspapers to League City, Kemah and Clear Lake Shores residents). The combination of these two high-quality newspapers provides League City with an opportunity to communicate unlike any other surrounding community. *The Daily News* is also a certified WBE (woman business enterprise).
2. **Quarterly Data Report:** Professionally prepared by an independent third-party, CAC is the gold standard of audits. *The Daily News* pays for this inspection and scrutiny. Opening our operation for inspection by these professionals is done in the spirit of

Page 4

The Daily News.

TEXAS' OLDEST NEWSPAPER • PUBLISHING SINCE 1842

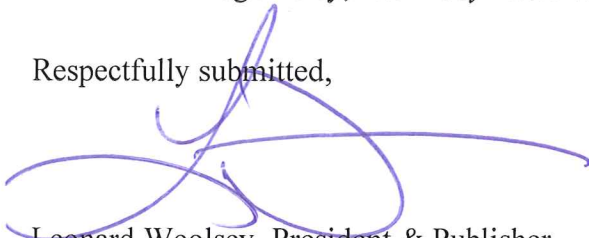
409.683.5200 • www.galvnews.com
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8522 Teichman Road, Galveston, TX 77554

transparency so that vendors – like the City of League City – can trust the figures from which they make important decisions. (Note: Quarterly Data Report is attachment #1).

3. **Experience:** *The Daily News* is equipped with the most efficient and accurate software designed to collect, publish, print, distribute, and invoice in Galveston County. Additionally, the placement of legal notices is handled by an experienced professional extensively versed in the nuances of both the law and the critical expectations related to legal placements. The City of League City would be in both expert and experienced hands. Another item for consideration is the extensive distribution outlets of *The Daily News* – both in print and digitally. League City residents are among the highest users of our website (www.galvnews.com) as well as the print product is available for purchase (a higher quality reader) at 54 audited locations throughout the city. Currently, *The Daily News* serves over 10,000 print readers in the area as well as providing a wide range of opportunities for readers to free access to legal notices via' digital tools of choice. (Note: Third-party analytics is attachment #2).

In summary, we believe *The Daily News* to be the best-qualified investment for the City of League City in regard to the placement of legal notices. With the combination of our wide range of distribution outlets (print and digital), our professional staff, and our commitment to the residents of League City, *The Daily News* would be honored to serve in this important capacity.

Respectfully submitted,



Leonard Woolsey, President & Publisher
The Galveston County Daily News

Page 5

Quarterly Data Report

Q1 2017

Subject to Audit

Audited Every Other Year

Texas City, Texas

www.galvnews.com

CIRCULATION SUMMARY

	Sun	Avg Mon-Sat
TOTAL COMBINED AVERAGE CIRCULATION	19,348	18,383
The Galveston County Daily News		
Print (See Par. 1A)	18,504	17,540
Digital Replica (See Par. 1B)	844	843
Total Combined Average Circulation	19,348	18,383

CIRCULATION DATA BY PUBLICATION

1A. The Galveston County Daily News - PRINT		
Paid Circulation		
Individually Paid Circulation		
Home Delivery and Mail	13,091	12,646
Single Copy Sales	3,363	2,171
Total Average Individually Paid Circulation	16,454	14,817
Business/Traveler Paid Circulation		
Hotel Distribution - Room/Lobby Copies	1,190	1,130
Total Average Business/Traveler Paid Circulation	1,190	1,130
Total Average Paid Circulation - Print	17,644	15,947
Qualified Circulation		
Single Copy		
Educational Copies		757
Employee/Independent Contractor	225	224
Total Average Single Copy	225	981
Total Average Qualified Circulation - Print	225	981
Verified Circulation		
Home Delivery	635	612
Total Average Verified Circulation	635	612
Total Average Circulation - Print	18,504	17,540

1B. The Galveston County Daily News - DIGITAL REPLICA		
Paid Circulation		
Subscription	841	840
Single Issue	3	3
Total Average Paid Circulation - Digital Replica	844	843
Total Average Circulation - Digital Replica	844	843
Total Average Circulation - Print & Digital Replica	19,348	18,383

2. TOTAL AVERAGE CIRCULATION By Market (Optional)


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NOTES

REPORT ENDING DATE

March 31, 2017

Publishing Plans

	<p>Frequency: Daily</p> <p>Delivery Vehicle(s): Print, online</p> <p>Primary Circulation Classification: Paid</p> <p>Description: Policy is to publish a daily community newspaper</p> <p>Website(s): www.galvnews.com</p>
---	--

Debbie Keith, Advertising Director
Telephone (409) 683-5240 - FAX (409) 744-6268
8522 Teichman Road
Galveston, TX 77554
e-mail: debbie.keith@galvnews.com

Page 7

We certify that to the best of our knowledge all data set forth in this Quarterly Data Report are true and report circulation in accordance with Certified Audit of Circulations, Inc.

Parent Company: Southern Newspapers, Inc.

THE GALVESTON COUNTY DAILY NEWS, published by Southern Newspapers, Inc. 8522 Teichman Road Galveston, TX 77554
LEONARD WOOLSEY

Publisher

Galveston Dashboard

Jun 26, 2017 - Jun 25, 2018

Attachment 2

All Users
100.00% Sessions

Pageviews

22,412,545

% of Total: 100.00% (22,412,545)



Unique Pageviews

15,304,167

% of Total: 100.00% (15,304,167)



Visits

6,095,005

% of Total: 100.00% (6,095,005)



Unique Visitors

2,554,343

% of Total: 100.00% (2,554,343)



Mobile

Mobile (Including Tablet)	Pageviews	Users
Yes	12,944,800	1,649,076
No	9,467,745	917,776

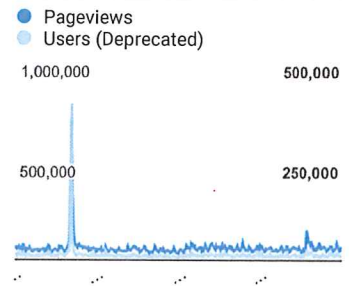
Cities

City	Sessions	Bounce Rate
Houston	1,451,175	47.14%
Galveston	721,142	34.70%
League City	503,557	39.81%
Texas City	415,650	33.63%
San Antonio	283,949	66.60%
La Marque	216,648	35.10%
Dallas	142,179	53.98%
Austin	125,647	45.50%
Paris	97,887	96.48%
Friendswood	77,202	44.30%

Sources

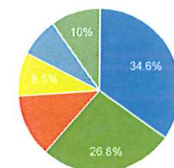
Source	Sessions	Pages / Session
m.facebook.com	450,363	1.88
facebook.com	64,360	3.77
t.co	45,969	3.12
l.facebook.com	22,354	2.79
lm.facebook.com	16,203	2.55
googleapis.com	8,669	4.12
start.att.net	6,327	6.09
galvnews.com	6,146	3.82
newsbreakapp.com	5,926	2.54
duckduckgo.com	5,418	4.34

Pageviews/Visitors



Browsers

Chrome Safari
Safari (in-app)
Internet Explorer
Android Webview Other



The Daily News.

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P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

June 28, 2018

TAB B - Company's Fees

Price per column inch for legal notices:

\$10.00 per display column inch

\$ 1.00 per line per day for line ads

Standard column width for ad

Classified 1.0972"

Each department can be billed individually if requested.

Company's schedule of additional fees

1. Free affidavits (regular fee is \$6 per unit)
2. Free notary public services
3. Free tear sheets
4. Free additional tear sheets upon request
5. Six (6) free print / digital subscriptions to *The Daily News* (\$1,260 annual value)
6. Free web link to City of League City's website from www.galvnews.com (\$1,200 annual value)
7. Free public digital access to all City of League City legal advertising.
8. Free email delivery of City of League City legal advertising to individuals upon request.

Affidavits and tear sheets will be mailed the following business day of publication.

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**CITY OF LEAGUE CITY
NOTICE TO BIDDERS**

BID #18-022

Due Date: Tuesday, May 8, 2018 by 2:00 p.m. CST

Public Safety Vehicle Outfit

The City of League City is now accepting sealed bids
for Public Safety Vehicle Outfit

City of League City
Purchasing Department
300 West Walker
League City, TX 77573

Monday - Thursday: 8:00 am to 6:00 pm
Friday: 8:00 am to 12:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following website: <http://leaguecity.com/bids.aspx>.

All sealed bids shall be submitted including one (1) marked original (2) marked copies, and one (1) electronic copy (CD or flash drive). Submittals must be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the Purchasing Office, 300 West Walker, League City, TX 77573 until 2:00 pm CST on May 8, 2018. Bids received after the deadline stated herein will not be considered for award of the contract, and shall be considered void and unacceptable.

The bids will be opened and publicly read immediately after the closing hour.

The City of League City reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made in writing to Gwynetheia V. Pope, Senior Buyer, at Purchasing@leaguecitytx.gov

Exhibit
"A"

\$196.⁰⁰
based on
2X Run

(Notice to
Bidders)

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the **Planning and Zoning Commission** of the City of League City will hold a public hearing on **July 02, 2018 at 6:00 p.m.** in the Council Chambers, **200 W. Walker St., League City, TX**, and City Council will hold a public hearing on **July 24, 2018 at 6:00 p.m.** in the Council Chambers, all interested parties the right to appear and be heard on the following item:

Hold a public hearing and take action on Special Use Permit Application, **SUP-18-0002 (Fairfield Inn & Suites)**, to allow a Limited Service Hotel use on 2.42 acres zoned "CM" (Commercial Mixed Use), legally described as Lot Two of Phase Two of Pinnacle Park, generally located at the northeast intersection of Pinnacle Park Drive and Brookport Drive and approximately 290 feet south of Big League Dreams Parkway, with the address of 1144 Brookport Drive, League City, Texas.

The above items are available for public inspection by appointment Monday-Thursday, between 8:00 a.m. - 6:00 p.m., and Friday, between 8:00 a.m. - 12:00 p.m. The above item can be viewed on the City's website at <http://www.leaguecity.com/planning> 72 hours prior to the meeting. Call 281-554-1080 for an appointment or more information. The City of League City's public facilities are wheelchair accessible and accessible parking spaces are available. Reasonable modifications and equal access to communications will be provided upon request. Requests must be made forty-eight (48) hours prior to meetings, services or programs. To make a request, please call the City Secretary's Office at 281-554-1030 or fax to 281-554-1020 or contact 281-554-1030 via Relay Texas at 711 or 1-800-735-2988 for TTY Services.

Exhibit
"B"

\$ 88.⁰⁰

Notice of
Public Hearing

ORDINANCE NO. 2018-12

AN ORDINANCE AMENDING CHAPTER 42, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF LEAGUE CITY ENTITLED "NOISE" TO AMEND SECTION 42-36 ENTITLED "DEFENSES", TO ALLOW AN EXCEPTION FOR NOISE GENERATED BY CONSTRUCTION ACTIVITIES.

Exhibit
"C"
#40.⁰⁰
(Ord)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, that the Code of Ordinances is hereby amended to AMEND Section 42-36 (5). The Ordinance shall become effective ten (10) days after its passage. **PASSED AND ADOPTED** the 12th day of June, 2018.

Signed: Pat Hallisey, Mayor
or
Attest: Diana Stapp, City Secretary

Published: June 16, 2018
00455595

Page 12

CITY OF LEAGUE CITY, TEXAS NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of League City will hold a public hearing on Tuesday, August 8, 2017 at 6:00 PM at the City of League City council chambers located at 200 W. Walker Street, League City, Texas for the purpose of a public hearing for the Fiscal Year 2018 Annual Budget. Copies of the proposed Fiscal Year 2018 Budget can be found at the office of the City Secretary at 300 W. Walker or the Helen Hall Library located at 100 W. Walker, League City, Texas or online at www.leaguecitytx.gov.

The following language is required by the State of Texas Budget Law, Section 102.005 of the Local Government Code.

This budget will raise more total property taxes than last year's budget by \$1,400,000 or 3.5%, and of that amount \$916,000 is tax revenue to be raised from new property added to the tax roll this year.



Exhibit
"D+E"

Standard
1/4 Pg
Ad.

• Effective
TAX Rate
Notice

• Notice of
TAX Revenue
Increase

• Budget
Hearing

\$ 322.⁵⁰

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The Daily News.

TEXAS' OLDEST NEWSPAPER • PUBLISHING SINCE 1842

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P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

Locations to purchase a copy of The Daily News in League City, TX (06/27/18)

54 locations located throughout -- easy access for all

	Name	Drop Address	CSZ
	UTMB SPECIALTY CARE		
1	CENTER	2240 GULF FWY S	LEAGUE CITY, TX 77573
	UTMB SPECIALTY CARE		
2	CENTER	2240 GULF FWY S	LEAGUE CITY, TX 77573
3	EXXON SMART CHOICE	1620 W LEAGUE CITY PKY	LEAGUE CITY, TX 77573
4	KROGER #144	1920 W LEAGUE CITY PKY	LEAGUE CITY, TX 77573
5	CORNER STORE #1914	1625 LEAGUE CITY PKY	LEAGUE CITY, TX 77573
		11114 W LEAGUE CITY	
6	SHELL (GAS DUDE#14)	BLVD	LEAGUE CITY, TX 77573
7	STRIPE #1030	1111 W LEAGUE CITY PKY	LEAGUE CITY, TX 77573
8	CVS PHARMACY #5519	1295 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
9	CORNER STORE #1472	1355 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
10	BUC-EE'S	1702 FM 96	LEAGUE CITY, TX 77573
11	STARBUCKS #20144	2560 FM 96	LEAGUE CITY, TX 77573
12	KROGER #398	2750 LEAGUE CITY PKWY	LEAGUE CITY, TX 77573
13	H.E.B #697	2755 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
14	WALGREENS-10596	2585 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
15	KRISTINE DONUTS	3003 E LEAGUE CITY PKY	LEAGUE CITY, TX 77513
16	CHEVRON	3399 FM 96	LEAGUE CITY TX 77573
17	VALERO SAVE A STEP	101 MEADOW PKWY	LEAGUE CITY, TX 77573
18	SHELL	3390 FM 518 RD E	LEAGUE CITY, TX 77573-9319
19	RANDALLS #2051	2951 MARINA BAY DR	LEAGUE CITY, TX 77573-2735
20	CVS PHARMACY #7094	3013 MARINA BAY DR	LEAGUE CITY, TX 77573
21	MCDONALDS	3022 MARINA BAY DR	LEAGUE CITY, TX 77573
22	WALGREENS-3760	2990 MARINA BAY DR	LEAGUE CITY, TX 77573-2732
		2800 MARINA BAY DR STE	
23	STARBUCKS #6501	1	LEAGUE CITY, TX 77573
24	WHATABURGER	2212 E MAIN ST	LEAGUE CITY, TX 77573-2741
25	TIMEWISE SHELL#216	2202 E MAIN ST	LEAGUE CITY, TX 77573-2741
26	KROGER #734	250 S FM 270 RD	LEAGUE CITY, TX 77573-2682
27	OASIS (EXXON)	345 S EGRET BAY BLVD	LEAGUE CITY, TX 77573
28	SCHLOTZSKYS	221 S FM 270 RD	LEAGUE CITY, TX 77573-2683

The Daily News.

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29	CHEVRON GAS	1726 E MAIN ST	LEAGUE CITY, TX 77573-4147
30	DOLLAR GENERAL #7436	1631 E MAIN ST	LEAGUE CITY, TX 77573
31	BIG STAR FOODS	1195 FM 518 RD	LEAGUE CITY, TX 77573-2042
32	SHIPLEYS DONUTS	915 E MAIN ST	LEAGUE CITY, TX 77573
33	FAMILY DOLLAR 2058	211 W MAIN ST	LEAGUE CITY, TX 77573
34	TEXACO ANGELS	101 W MAIN ST	LEAGUE CITY, TX 77573
35	PHILLIP 66 GAS	101 E WALKER ST	LEAGUE CITY, TX 77573
36	MCDONALDS	102 HIGHWAY 3 S	LEAGUE CITY, TX 77573
37	CVS PHARMACY #5971	102 W FM 518	LEAGUE CITY, TX 77573
38	WALGREENS-6566	1088 W MAIN ST	LEAGUE CITY, TX 77573-2022
39	VALERO (CALDER)	1021 W MAIN ST	LEAGUE CITY, TX 77573
40	GALV COUNTY ANNEX	174 CALDER DR	LEAGUE CITY, TX 77573
41	RACE WAY	1410 W MAIN ST	LEAGUE CITY, TX 77573-2014
42	DOLLAR TREE #5535	100 GULF FWY N # A	LEAGUE CITY, TX 77573
43	MCDONALD'S	113 GULF FWY N	LEAGUE CITY, TX 77573
44	TIMESWISE SHELL#205	1690 W MAIN	LEAGUE CITY, TX 77573
45	CRACKER BARREL	231 GULF FWY S	LEAGUE CITY, TX 77573-3523
46	VALERO EXPRESS LANE	1801 W MAIN ST	LEAGUE CITY, TX 77573-3548
47	DISCOUNT MINI MART	1851 W MAIN ST	LEAGUE CITY, TX 77573-3548
48	SHELL GAS	2402 W MAIN ST	LEAGUE CITY, TX 77573-3437
49	WALMART #4618	2625 W MAIN ST	LEAGUE CITY, TX 77573
50	CHEVRON GAS	106 LANDING BLVD	LEAGUE CITY, TX 77573-3462
51	CVS PHARMACY #5843	2700 FM 518 RD E	LEAGUE CITY, TX 77573
52	VALERO POWER MART	5980 WEST MAIN	LEAGUE CITY, TX 77573
53	WALGREENS-10451	4902 W MAIN ST	LEAGUE CITY, TX 77573
54	CVS PHARMACY #7821	5002 W FM 518	LEAGUE CITY, TX 77573

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June 28 ,2018

TAB D – Company's Timeline for Publication and Request for Affidavits

Publication dates: Monday through Sunday- Daily paper

Normal Submission deadline:

Line ads: 12 p.m. day prior

Display Ad Deadlines:

Publication day	Space Deadline
Monday	Thursday - Noon
Tuesday	Friday – 10 a.m.
Wednesday	Monday – 10 a.m.
Thursday	Tuesday - 10 a.m.
Friday	Wednesday - 10 a.m.
Saturday	Wednesday - Noon
Sunday	Thursday - 10 a.m.

“Drop Dead” submission deadline: 2 p.m. day prior

The Daily News will provide the following:

- Paper clipping of each individual publication attached to affidavit of publication with monthly invoice
- Additional publications and affidavit as needed at no extra charge within 48 hours
- A proof of a requested publication no later than two days before publication of said item
- A receipt of requests for publication by fax or email within two hours of the request

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The Daily News.

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8522 Teichman Road, Galveston, TX 77554

TAB E - References - 2018

County of Galveston
Rufus Crowder
409-770-5372
rufus.crowder@co.galveston.tx.us

City of Galveston
Janell Williams
409-797-3569
williamsjan@cityofgalveston.org

City of Dickinson
Alun Thomas
281-337-6235
athomas@ci.dickinson.tx.us

City of Santa Fe
Janet Davis
409-925-6412
janet@ci.santa-fe.tx.us

City of Texas City
Brenda Norwood
409-643-5910
bnorwood@texas-city-tx.org

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Tab F

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder 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 anti-trust laws of this 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.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received to verify receipt:

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

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY:

Galveston County Daily News

REPRESENTATIVE's NAME:

Leonard Woolsey

REPRESENTATIVE's TITLE:

Publisher

MAILING ADDRESS:

P.O. Box 628

CITY, STATE, ZIP:

Galveston, TX 77553

PHONE & FAX NUMBERS:

(P) (409) 683-5207 - (409) 744-7679 (F)

E-MAIL ADDRESS:

leonard.woolsey@galvnews.com

AUTHORIZED SIGNATURE:



DATE:

6/28/18



SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Galveston Newspapers, Inc, dba - Galveston County Daily News
PHYSICAL ADDRESS:	8522 Teichman Rd Galveston, Tx 77554
PHONE #:	(409) 683-5200
FAX #:	(409) 744-7479
CONTACT PERSON:	Leonard Woolsey, Publisher
PHONE #:	(409) 683-5207
REMITTANCE ADDRESS:	P.O. Box 628 Galveston, TX 77553
PHONE #:	(409) 683-5307
FAX #:	(409) 744-7679
CONTACT PERSON:	Donna Rhoades
PHONE #:	(409) 683-5307
PAYMENT TERMS DISCOUNT:	legals@galvnews.com Net 20
COMPANY TAX ID#:	74-1564375

The Daily News.

TEXAS' OLDEST NEWSPAPER • PUBLISHING SINCE 1842

409.683.5200 • www.galvnews.com
P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

June 28, 2018

City of League City
300 West Walker
League City, TX 77573

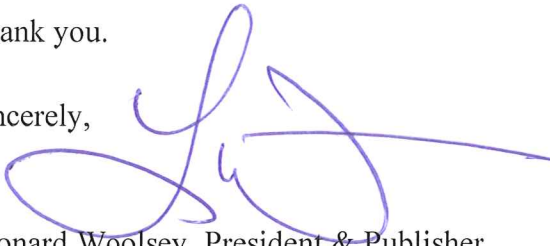
Re: Financial Statements – *The Galveston County Daily News*

Please note *The Galveston County Daily News* is a privately held company (Galveston Newspapers, Inc.). While this allows us the flexibility to make better decisions for our community, readers, and subscribers, it does not allow for the distribution of private financial statements outside of our company.

We hope the City of League City will view our extremely long-term commitment to Galveston County (176 years), our current investments (*Connection*, *Coast Monthly* magazine, etc.), as indicators of both our financial strength and commitment to League City.

Thank you.

Sincerely,



Leonard Woolsey, President & Publisher
The Galveston County Daily News

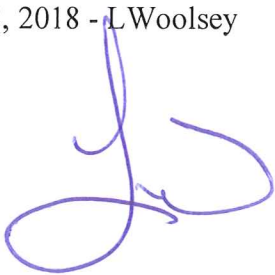
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Contractor's Capacity to Perform

1. **Ability to perform:** *The Galveston County Daily News* is a long-term and financially secure business located in Galveston County, Texas. Operating profitably as well as without the burden of debt, the City of League City can be assured of long-term security of performance with *The Daily News*. Additionally, *The Daily News* can draw on the resources Southern Newspapers, Inc., owner and operator of more than a dozen other newspapers throughout Texas and Alabama. *The Daily News* is well funded and financially secure. This allows it to support the needs of the City of League City, but able to make investments in the future to ensure those goals are achieved.
2. **Equipment and Operational items:** *The Daily News* owns and operates two full-service printing facilities in Galveston County. Additionally, *The Daily News* operates with the high-level publishing software to ensure the production of publishing efforts achieve or exceed industry standards.
3. **Personnel:** *The Daily News* employs more than 85 individuals to support and serve the City of League City. Additionally, we've several individuals who are specifically trained to handle and manage the requirements of placing legal advertising for the city.
4. **Other resources:** *The Daily News* is prepared to make financial investments, immediately and in the future, to ensure the continued production and services to both the community and partners / vendors.

Should you have any additional questions / need for clarifications, please feel free to let us know immediately.

June 28, 2018 - L Woolsey



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City of League City
House Bill 89 Verification

I, Leonard Woolsey (Person name), the undersigned

representative of (Company or Business name)

The Galveston County Daily News

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

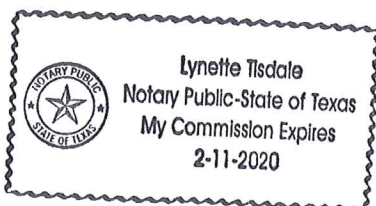
6/28/18

DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 28th day of June, 2018, personally appeared Leonard Woolsey, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
NOTARY SIGNATURE

Date

2-11-2020

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The Daily News.

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Donna Rhoades who being by me duly sworn, deposes and says that (s)he is the Legal Rep of the Galveston County Daily News; that this newspaper meets all the circulation requirements of Government Code Sect. 2051.044.

- (1) devote not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

(newspaper representative's signature)

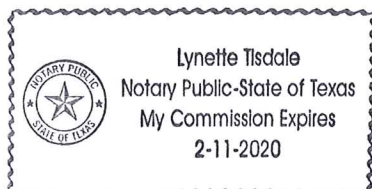
Subscribed and sworn to before me this 28th day of June, 2018

Notary Public in and for the State of Texas

Lynette Tisdale

Print or Type Name of Notary Public

2-11-2020
My Commission Expires



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