

REQUIREMENTS AGREEMENT
C-08-259-09-02

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 2, 2008** by and between **Curtis 1000, Inc.**, a TEXAS Company ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County Tax Assessor/Collector "**Envelopes Including Printing For Tax Rolls Statements for the Year 2008 to the Edinburg Post Office,**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products"); and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Envelopes Including Printing For Tax Rolls Statements for the Year 2008 to the Edinburg Post Office**" for **Hidalgo County Tax Assessor/Collector** project for a period no later than October 6, 2008 and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Curtis 1000, Inc.
Attention: Oscar Zapata
PO Box 4547
McAllen, Texas 78502

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any

provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, September 2, 2008.

**APPROVED AS TO FORM:
Atlas & Hall, L.L.P**

**By: _____
Date: _____**

HIDALGO COUNTY

**_____
Juan D. Salinas III, County Judge**

ATTEST:

**_____
Arturo Guajardo, Jr., County Clerk**

Vendor: Curtis 1000, Inc.

**By: _____
Printed Name: _____
Title: _____
Date: _____**

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR "ENVELOPES INCLUDING PRINTING OF TAX ROLL STATEMENTS FOR THE YEAR 2008 TO THE EDINBURG POST OFFICE" BID No: 2008-259-08-27-otm

The County of Hidalgo is seeking bids to supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

- Item I: Approximately 275,000 Printed Regular #9 Envelopes
- Item II: Approximately 275,000 Printed Window # 10 Envelopes Permit #44
- Item III: Approximately 3,000 #28 Brown Kraft Wove Booklet Envelopes-Blank
- Item IV: Approximately 7,000 #28 White Wove Window Booklet Envelopes
- Item V: Approximately 3,000 #28 White Wove Window Booklet Envelopes Permit #44
- Item VI: Freight charge must be part of the bid process.

Only Bids that include the six (6) items will be considered.

Hidalgo County has had requests for the bid packets for **the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office"** from the following interested participants.

1. Laser Printers & Mailing Service - San Antonio, Texas 78217
2. Easy Access - McAllen, Texas 78504
3. Gateway Printing - Edinburg, Texas 78539
4. Copy Zone - McAllen, Texas 78504
5. Express Business - McAllen, Texas 78501
6. Sam Hughes - Norman, OK
7. Myriad Systems Inc. (MSI) - Oklahoma City, OK
8. American Print Management - Chambersburg, PA
9. PSC Info. Group - Oaks, PA

SPECIFICATIONS FOR THE PRINTING OF ENVELOPES

ITEM I. APPROXIMATELY 275,000 PRINTED REGULAR # 9 ENVELOPES

- a. Size: 3.7/8" x 8.7/8" (10 x 22.1/2 cm) **SAMPLE ENCLOSED**
- b. Printing Bar code conforms to all U.S. Postal Service Regulations for Automation Mailing Discounts.
- c. Printed on 24 lb. white paper in black ink
- d. Print selected messages in English on both sides as specified by Tax Office
- e. Printed on front side specified by Tax Office as follows:
 - Printing: Black
 - Lettering: All Caps
 - Center: 3 inches to the right of the envelope

ARMANDO BARRERA JR. RTA
 TAX ASSESSOR/COLLECTOR
 P.O. BOX 4290
 EDINBURG, TEXAS 78540-4290

**Please include all bar codes located on the front of the envelope.

Postage Area: **Postage
 Required
 Post Office will
 not deliver
 without proper
 Postage**

- f. All envelopes (Item I) must be shipped to awarded vendor for the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office".

ITEM II. APPROXIMATELY 275,000 PRINTED WINDOW # 10 ENVELOPES PERMIT #44

- a. Size: 4.1/8" 9.1/2" (10.1/2 x 24 cm) **SAMPLE ENCLOSED**

- b. Printed on 24 lb. white paper in black ink

- c. **Permit No. 44**

Printing: Black

Top Left Corner: The County of Hidalgo *Texas* Logo will be placed 1/8 inch to the right of the envelope

Return Label: All Lettering Caps

**ARMANDO BARRERA JR. RTA
 TAX ASSESSOR/COLLECTOR
 P.O. BOX 178
 EDINBURG, TEXAS 78540-0178**

**** 1/12 below return label****

ADDRESS SERVICE REQUESTED

Window Envelope: 1 inch from the left of the envelope

The window is 4.1/2 inches in length and 1 inch in width

Postage: Pre-Printed Postage
**PRESORT
 FIRST-CLASS MAIL
 U.S. POSTAGE PAID**

EDINBURG, TEXAS 78540
PERMIT NO. 44

- d. All envelopes (Item II) must be shipped to awarded vendor for the for the "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office."

ITEM III. APPROXIMATELY 3,000 #28 BROWN KRAFT WOVE BOOKLET ENVELOPES-BLANK

- a. Size: 12 x 15 booklet envelope (SAMPLE ENCLOSED)
- b. Moistenable flap
- c. Print return address: Black ink
- d. Lettering: All Caps **ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178**

- e. 1,000 of these envelopes (Item III) must be shipped to awarded vendor for the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office" and the remaining envelopes must be shipped to: Hidalgo County Tax Assessor-Collector at 2804 S. Hwy 281, Edinburg, Texas 78539.

ITEM IV. APPROXIMATELY 7,000 #28 WHITE WOVE SPECIAL WINDOW BOOKLET ENVELOPES

- a. Size: 8 7/8 x 11 7/6 window booklet envelope
- b. Window size 3.75" x 1 3/8"
- c. 3/4" from left
- d. 2.5" from top
- e. moisten flap
- f. Print return address: Black ink
- g. Lettering: All Caps **ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178**

- h. All envelopes (Item IV) must be delivered to: Hidalgo County Tax Assessor/Collector at 2804 S. Hwy 281-Edinburg, Texas 78539.

ITEM V. APPROXIMATELY 3,000 #28 WHITE WOVE SPECIAL WINDOW BOOKLET ENVELOPES PERMIT #44 (SAMPLE ENCLOSED)

- a. Size: 8 7/8 x 11 7/6 window booklet envelope
- b. Window size 3.75" x 1 3/8"
- c. 3/4" from left
- d. 2.5" from top
- e. moisten flap
- f. Print return address: Black ink

g. Lettering:

All Caps

ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

h. All envelopes (Item V) must be shipped to awarded vendor for the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office."

Item VI: Freight charge must be part of the bid process.

REQUIREMENTS, TERMS AND CONDITIONS

1. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's written notice prior to cancellation (if applicable to this project).
2. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.
3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
4. **Bidder(s) commitment to deliver order by no later than October 06, 2008.**
5. All bids must be routed to: Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Business Hwy 281- Hidalgo County New Administration Building., Edinburg, Texas 78539. Written questions will be accepted via facsimile no later than Wednesday, August 20, 2008 at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, August 22, 2008.
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"ENVELOPES INCLUDING PRINTING OF TAX ROLL STATEMENTS FOR
THE YEAR 2008 TO THE EDINBURG POST OFFICE"

BID No: 08-259-08-27-otm

Bid Opening Date: August 27, 2008 at 9:30 AM

FORMAL BID PER M (1000)

ITEM I: Approx. 275,000 Printed Regular #9 Envelopes _____

ITEM II: Approx. 275,000 Printed Window #10 Envelopes
Permit #44 _____

ITEM III: Approx. 3,000 #28 Brown Kraft Wove Booklet Envelopes - Blank _____

ITEM IV: Approx. 7,000 #28 White Wove Window Booklet Envelopes _____

ITEM V: Approx. 3,000 #28 White Wove Window Booklet Envelopes
Permit #44 _____

ITEM VI: Freight must be included in bid in order to assist potential participant(s) in the calculation of freight-
charges for inclusion on the bid page: _____

GRAND TOTAL FOR ITEMS I THROUGH VI _____

COMMITMENT TO DELIVER: BY NO LATER THAN: OCTOBER 06, 2008 Yes ___ No ___

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

EXHIBIT "B"
PAYMENT SCHEDULE

BID PAGE

**HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"ENVELOPES INCLUDING PRINTING OF TAX ROLL STATEMENTS FOR
THE YEAR 2008 TO THE EDINBURG POST OFFICE"**

BID No: 08-259-08-27-otm

Bid Opening Date: August 27, 2008 at 9:30 AM

FORMAL BID PER M (1000)

- EM I:** Approx. 275,000 Printed Regular #9 Envelopes \$ 20⁵²/1000
- EM II:** Approx. 275,000 Printed Window #10 Envelopes Permit #44 \$ 22²⁵/1000
- EM III:** Approx. 3,000 #28 Brown Kraft Wove Booklet Envelopes - Blank \$ 300⁰⁰/1000
- EM IV:** Approx. 7,000 #28 White Wove Window Booklet Envelopes \$ 193³³/1000
- EM V:** Approx. 3,000 #28 White Wove Window Booklet Envelopes Permit #44 \$ 193³³/1000
- EM VI:** Freight must be included in bid in order to assist potential participant(s) in the calculation of freight-charges for inclusion on the bid page: Included

\$ 14,349⁹⁷

AND TOTAL FOR ITEMS I THROUGH VI

COMMITMENT TO DELIVER: BY NO LATER THAN: OCTOBER 06, 2008 Yes No

ORDER/COMPANY NAME: Purvis 1000

ADDRESS: P.O. Box 11547

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE NUMBER: 951-605-1309 **FAX NUMBER:** 951-631-1001

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: OSCAR ZAPATA

TITLE: Temporary Rep **DATE:** 8-25-08

EXHIBIT "C"
INSURANCE
REQUIREMENTS
