

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-259-08-18**

THIS CONTRACT is made and entered into this 18th day of August, 2009 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and Questmark Information Management, Inc., a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for “Printing & Mailing of 2009 Tax Statements, Tax Rolls and Envelopes” for Hidalgo County Tax Assessor/Collector (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the Request for Bid, a copy of the Request for Bid attached hereto as Exhibits A, the Addendum attached as Exhibit A-1; the company’s bid is attached hereto as Exhibit B, all such documents incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County Tax Assessor/Collector . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be as to Exhibits "A-1" ("Addendum") and Exhibit "B-1" ("Acknowledgment") of the RFB, which is all based with upon receipt of data tapes or FTP files from Tax Assessor. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. 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 the 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.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company Questmark Information Management, Inc.
 Beth Ludere, CEO
 9440 Kirby Drive
 Houston, TX 77054

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

Atos & Hall, L.L.P.

By: SLC
Stephen L. Crain

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR "PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"

BID NO: 2009-259-07-15-ERT

Bid Opening Date: July 15, 2009 at 9:30 AM

To supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

- Item I: Approximately 350,000 1-Part Laser Printed Tax Statements
- Item II: Approximately 100,000 Laser Printed Tax Roll Pages
- Item III: Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
- Item IV: Envelopes required for mailing, (Item I).
- Item V: Freight charge must be part of the bid process.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail eric.trevino@co.hidalgo.tx.us no later than Monday, July 6, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 10, 2009 by 5:00 P.M. **Telephone Inquiries will not be accepted.**

Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

A performance bond in the full amount of the quoted amount will be required from the firm that is awarded the contract to guarantee compliance as to specifications and delivery date.

ITEM I. TAX STATEMENT

1. Size: 8 1/2" x 14" printed on two-sides.
2. Perforated for return payment stub (horizontal).
3. Laser printed Tax Statements on 20 lb. **must** be printed in **light blue** color paper in black ink.
4. Statement must be designed for the collection of taxes printed on two-sides for multiple entities.
5. Statement must be designed to be mailed in a special window envelope designed by the Tax Office.
6. Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.
7. Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
8. All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD, DVDs.**
9. Print selected information in **Delivery Bar Code / OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.
10. Print selected messages in English and Spanish.
11. Printed in zip code order and alphabetical order within the zip code.

12. **Need PDF files of statements broken down by 4gb DVDs. The PDF files need to be full text searchable.**

ITEM II. TAX ROLLS

1. Laser printed on #24 white paper.
2. Printed on 8 ½" x 11" loose sheets, **(Do Not Bind)**.
3. All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD,DVDs, or FTP Delivery).
4. Tax roll must be printed as specified by Tax Office.
5. **Need PDF files of tax rolls broken down by 4gb DVDs. The PDF files need to be full text searchable.**

ITEM III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1. Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode is visible and in compliance with U. S. Postal Service specifications for automated processing.
2. Statement(s), and a #9 return envelope will be inserted into a #10 special window envelope.
3. Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service. Postage will be the responsibility of the Hidalgo County Tax Office.

ITEM IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1. Return Envelopes #9.
2. Special Window Envelopes #10.
3. #28 Brown Kraft Wove Booklet Envelopes.
4. #28 White Wove Window Booklet Envelopes.
5. #14 Kraft Business Envelopes.

ITEM V. FREIGHT CHARGE MUST BE PART OF THE BID PROCESS.

Printing Instructions:

TAX STATEMENTS	<u>File</u>	<u>Printed Copies</u>	<u>PDF Image Copy</u>
1. Non Mortgage accounts (Zip, Alpha) ---	1	1	1
2. Mortgage accounts (Zip, Alpha) --Customer Copy--	1	1	2
3. Mortgage accounts (Mort, X-Ref) --Tax Office---	1	1	1

To Be Mailed by Tax Office

(Approx. 40,000 Mortgage Accounts)

40,000 Customer Copy for a total of 80,000

TAX ROLLS

Real Property Tax Roll (X-Ref) -----	1	1	1
Personal Property (X-Ref) -----	1	1	1
Mineral (X-Ref) -----	1	1	1
SEB-All properties (X-Ref) ACT #41 -----	1	1	1
SEE-All properties (X-Ref) ACT #42 -----	1	1	1
SLJ-All properties (X-Ref) ACT #49 -----	1	1	1
SPA-All properties (X-Ref) ACT #43 -----	1	1	1
SLV-All properties (X-Ref) ACT #44 -----	1	1	1
SMA-All properties (X-Ref) ACT #45 -----	1	1	1
SMC-All properties (X-Ref) ACT #46 -----	1	1	1
SML-All properties (X-Ref) ACT #47 -----	1	1	1
SMS-All properties (X-Ref) ACT #48 -----	1	1	1
SPR-All properties (X-Ref) ACT #50 -----	1	1	1
SSL-All properties (X-Ref) ACT #51 -----	1	1	1
SVV-All properties(X-Ref) ACT #52 -----	1	1	1
SWL-All properties(X-Ref) ACT #53 -----	1	1	1
CAN-All properties(X-Ref) ACT #21 -----	1	1	1
CED-All properties(X-Ref) ACT #24 -----	1	1	1
CES-All properties(X-Ref) ACT #23 -----	1	1	1
CGR-All properties(X-Ref) ACT #25 -----	1	1	1
CLV-All properties(X-Ref) ACT #26 -----	1	1	1
CMC-All properties(X-Ref) ACT #28 -----	1	1	1
CMS-All properties(X-Ref) ACT #32 -----	1	1	1
CPM-All properties(X-Ref) ACT #22 -----	1	1	1
CPN-All properties(X-Ref) ACT #34 -----	1	1	1
CPR-All properties(X-Ref) ACT #33 -----	1	1	1
CLJ-All properties (X-Ref) ACT #35 -----	1	1	1
CPO-All properties (X-Ref) ACT #36 -----	1	1	1
CSJ-All properties (X-Ref) ACT #37 -----	1	1	1
CSV-All properties (X-Ref) ACT #39 -----	1	1	1
CWL-All properties (X-Ref)ACT #40 -----	1	1	1

Upon completion of above mentioned processes, Tax Office personnel will inspect the statements and authorization from **Mr. Armando Barrera, Jr., Tax Assessor-Collector** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy 281, Edinburg, Texas.

REQUIREMENTS, TERMS AND CONDITIONS

1. Two week or less turnaround from the **date** or receipt of HD or FTP files. May **be extended** if delay is caused by the **Hidalgo County Tax Office** or for good cause, to be determined by **Hidalgo County Tax Assessor-Collector**.
2. Vendors must provide samples of proposed items for approval prior to printing mailing.
3. **Bid amount must include materials, conversion of data, delivery and all other related**

costs.

4. Postage will be responsibility of the Hidalgo County Tax Office.
5. **A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.**
6. Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.
7. Hidalgo County may utilize “**State Awarded Contracts**” when it is in the County best interest to do so.
8. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.
9. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
10. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.
11. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
12. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
13. **Bidder(s) commitment to deliver order by no later than September 7, 2009.**
14. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
15. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.

DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within

ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND
ENVVELOPES"

BID No: 2009-259-07-15-ERT

Bid Opening Date: July 15, 2009 at 9:30 AM

FORMAL BID

ITEM I: APPROXIMATELY 350,000 1-PART
LASER PRINTED TAX STATEMENTS

ITEM II: APPROXIMATELY 100,000 LASER
PRINTED TAX ROLL PAGES

ITEM III: FOLDING, INSERTING, PRESORTING
AND MAILING OF TAX STATEMENTS,
(ITEM I)

ITEM IV 1.: RETURN ENVELOPES #9

ITEM IV 2.: SPECIAL WINDOW ENVELOPES #10

ITEM IV 3.: #28 BROWN KRAFT WOVE BOOKLET ENVELOPES

ITEM IV 4.: #28 WHITE WOVE WINDOW BOOKLET ENVELOPES

ITEM IV 5.: #14 KRAFT BUSINESS ENVELOPES

ITEM V: 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

TOTAL BID PRICE:

COMMITMENT TO DELIVER: BY NO LATER THAN: September 7, 2009 Yes ___ No ___

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED
SIGNATURE:

PRINTED NAME:

TITLE

**EXHIBIT “A-1”
ADDENDUM NO. 2**



PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2009

RE: ADDENDUM NO.2
FOR RFB No.: 2009-259-07-15-ERT
"Printing and Mailing of 2009 Tax Statements,
Tax Rolls and Envelopes"- Hidalgo County Tax
Assessor/Collector Office

Dear Bidder:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 2** in connection with "**HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE**"-request for bids for "**Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes**".

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us.

If you do not receive 2 pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

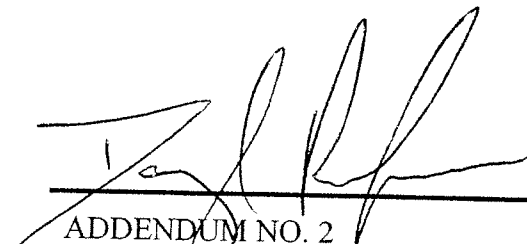
Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for "**PRINTING AND MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES**"-**HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE**.

Thank you for your prompt attention to this matter.



BY:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent



ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/ert
Enclosures

ADDENDUM NO. 2

July 8, 2009

Hidalgo County Tax Assessor/Collector Office
"Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"
RFB NO.: 2009-259-07-15-ERT

PLEASE NOTE THE FOLLOWING CHANGES:

1. On EXHIBIT "A" SPECIFICATIONS page 4 #13 should read **Bidder(s) commitment to have all envelopes available in your warehouse no later than September 30, 2009.**
2. On EXHIBIT "B" BID PAGE page 1 on the very bottom should read **Bidder(s) commitment to have all envelopes in your warehouse no later than September 30, 2009.**
3. On EXHIBIT "A" SPECIFICATIONS page 4 a new number was added which is #16 and it's going to read **Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2009.**
4. On EXHIBIT "B" BID PAGE page 1 on the very bottom it's going to also read **Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2009.**

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, July 8, 2009, for RFB -"PRINTING AND MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE.

Printed Bidder Name

Date

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND
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BID No: 2009-259-07-15-ERT

Bid Opening Date: July 15, 2009 at 9:30 AM

FORMAL BID

ITEM I:	APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS	<u>13,020.00</u>
ITEM II:	APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES	<u>2,100.00</u>
ITEM III:	FOLDING, INSERTING, PRESORTING AND MAILING OF TAX STATEMENTS, (ITEM I)	<u>6,000.00</u>
ITEM IV 1.:	RETURN ENVELOPES #9	<u>4,159.00</u>
ITEM IV 2.:	SPECIAL WINDOW ENVELOPES #10	<u>4,936.00</u>
ITEM IV 3.:	#28 BROWN KRAFT WOVE BOOKLET ENVELOPES	<u>540.00</u>
ITEM IV 4.:	#28 WHITE WOVE WINDOW BOOKLET ENVELOPES	<u>890.00</u>
ITEM IV 5.:	#14 KRAFT BUSINESS ENVELOPES	<u>- 0 -</u>
ITEM V:	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	<u>- 0 -</u>
TOTAL BID PRICE:		<u>\$31,645.00</u>

COMMITMENT TO DELIVER: BY NO LATER THAN: September 7, 2009 Yes No

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: Questmark Information Management Inc
ADDRESS: 9440 Kirby Drive
CITY/STATE/ZIP CODE: Houston TX 77054
PHONE & FAX NO'S: 713-662-9022 - 713-662-9660
CELLULAR NO: 832-444-5241 - Daryl Penzert
E-MAIL ADDRESS: darylwr@giminc.com, Kellye@giminc.com
beth@giminc.com
AUTHORIZED SIGNATURE: Beth Ludcke
PRINTED NAME: BETH LUDEKE
TITLE CEO

EXHIBIT “B-1”
ADDENDUM ACKNOWLEDGMENT

ADDENDUM NO. 2

July 8, 2009

Hidalgo County Tax Assessor/Collector Office
"Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"
RFB NO.: 2009-259-07-15-ERT

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4. On EXHIBIT "B" BID PAGE page 1 on the very bottom it's going to also read **Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2009.**

I, DARYL RENFROW, acknowledge receipt of ADDENDUM NO. 2 dated, July 8, 2009, for RFB - "PRINTING AND MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE.

Daryl Renfrow

Printed Bidder Name

07.09.09

Date

QuestMark Information Mgt. Inc

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2009

PRODUCER

Ins. Assoc. of the S.W., LLC
P. O. Box 441767
Houston, TX 77244
281 558-6363

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Questmark Information Management, Inc.
9440 Kirby Drive
Houston, TX 77054

INSURER A: Republic Lloyds

INSURER B: Republic Underwriters Ins

24538

INSURER C: Hartford Underwriters Ins.

30104

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TXP5364271	04/30/09	04/30/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP5634272	04/30/09	04/30/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB5364273	04/30/09	04/30/10	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	61WBCPO4360	04/30/09	04/30/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael W. Turner

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.