

October 9, 2009

Re: **HIDALGO COUNTY**
Request for Bids -"2010 Printing and Massive Mail-out for Voter Registration
Certifications"
Bid No: 09-431-00-00 CGV

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY "2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS FOR ELECTIONS DEPARTMENT"

Bid No: 09-431-00-00

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 10 pages.
3. Exhibit "A" Specifications consisting of 3 page.
4. Exhibit "B" Bid Page consisting of 2 page.
(Must be submitted with bid packet)
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
(Must be submitted with bid packet)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Copy of recorded receipt must be submitted with bid packet)
7. Vendor/Bidder Application and W-9 form consisting of 7 pages.
(Must be submitted with bid packet)
8. Draft Service Agreement consisting of pages.
9. Certification Regarding Debarment 1 page.
(Must be submitted with bid packet)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date

Bid No: 09-431-00-00CGV

Buyer II: Gricelda (Cris) Villarreal

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY ELECTIONS DEPARTMENT "2010 Printing and Massive Mail-Out for Voter Registration Certifications"

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539



LEGAL NOTICE

BID NO: 09-431-00-00-CGV

1. Sealed bids will be received for **"HIDALGO COUNTY - 2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS "** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-09-431-00-00-CGV- HIDALGO COUNTY- 2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY,** . **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-09-431-00-00-CGV- YR 2010 Massive Mail-Out for Voter Registration Certifications"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such

event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY- YR 2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Department
Address
City, Texas Zip Code
ATTN.: (956)

17. Schedule of Events

Bid Opening, 9:30 AM	_____	, 2009
Award of Contract	_____	, 2009
Commence Work or Deliver Products	_____	, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. 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 the County, or for any elected official, department head or employee or former elected official, department head or employee

of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 therefore pending before any department or agency of the County.

. 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office

located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County
Courtthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE
RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

Bid
for
HIDALGO COUNTY
"SERVICES"
BID NO.: 09-431-00-00-CGV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the

United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS AND/OR
TERMS AND CONDITIONS

HIDALGO COUNTY ELECTIONS DEPARTMENT
BID NO.: 2009-431-00-00CGV

"RFB-2010 Printing and Massive Mail-out for Voter Registration Certifications"

Overview:

It is the intent of Hidalgo County to contract with the lowest and most qualified vendor to provide all materials, supplies, equipment, tools, services, labor and supervision necessary to print and mass mail out the voter registration cards as specified herein. In accordance with the Texas Election Code Section 31.003, this directive established the requirements for voter registrars to issue voter registration certificates including but not limited to the following:

GENERAL SPECIFICATIONS

The County of Hidalgo is seeking bids to supply Hidalgo County Elections Department with a bid on the following items:

Item I: Approximately 270,000 Printed and Mail-Out Voter Registration Certificates;

Item II: Additional 150,000 Blank Voter Registration Certificates to be available throughout the contract term.

CERTIFICATE INFORMATION :

- Hidalgo County is requesting bids for approximately 270,000 Voter Registration Certificates to be printed and mailed with barcodes and variable data as specified by the Texas Secretary of State Directive. Certificates are to be cut sheet laser print.
- The certificate has been designed to meet the content requirements of Texas Election Code Sections 15.001, 15.002, and 15.003, bilingual requirements of the Federal Voting Rights Act, 42 U.S.C.A. Section 1973aa-1a, the mailing requirements of Texas Election Code Sections 14.001 and 14.002, and regulations of the United States Postal Service regarding size, thickness of paper, address placement and postage.
- Various other exigencies such as horizontal and vertical spacing for computers have been considered. To avoid any possible violations of state or federal law, no change to the specifications of the certificate, as provided by this directive, may be made without prior written approval by Hidalgo County and the Office of the Secretary of State of Texas.
- The layout of the certificate must be exactly as shown on the sample. If a laser printer is used, the certificates must be printed on an 8-1/2" x 14" with a 1" gripper at the top and a 1 ¼ margin on the left side of the paper.

COLOR AND PAPER SPECIFICATIONS

- The color for the 2010-2011 Certificate is Pantone Blue 283. The stock is white index or the equivalent. To meet postal requirements, the paper must be at least .007" thick and not more than .016" thick.
- The sample attached is printed on #110 Index. When the paper is manufactured, there can be a variance in the thickness of the paper, so the paper must meet postal requirements for calibration.
- The front side of the certificate is to be printed with Pantone Blue ink color. The language on the certificates will be in black ink. Using the Pantone Blue ink to "color" the paper will ensure that all certificates are printed uniformly across the state.
- The back side of the certificate may be printed either with the Pantone color or left plain white. The sample attached shows the area that is to be printed in Pantone Blue at 100% solid. (Note the Pantone color will change every two years; and will be submitted to the contractor at the renewal time, if required)

PRINTING OF NEW VOTER REGISTRATION CERTIFICATES

Phase I: Design of laser overlay and printing Voter Registration Certificate:

- a) The awarded vendor will provide professional design assistance for the master overlay and assistance for the overlay placement of data on voter registration certificate form based on the State of Texas.
- b) **Size:** 4-1/8" x 6" Voter Registration Certificates;
- c) **Certificates per page:** Four (4) Perforated Voter Registration Certificates on blank, legal landscape of 8.5" x 14" sheet of paper;
- d) **Color:** Certificate must be Pantone Blue #283;
- e) **Vendor must produce and provide a sample (mockup) of a Voter Registration Certificate with bid package;**

Phase II: Laser Processing of Voter Registration Certificates:

The contractor will process data received from Hidalgo County Elections Department through point of contract, Veronica Lopez, Accountant, on CDrom or through email.

Phase III: Mail Processing of Voter Registration Certificates:

Hidalgo County will supply 100% of the domestic postage and will reimburse for all foreign postage. The Contractor will maintain and present to Hidalgo County, postage receipts records that include the U.S. Postal Carrier Route Code and Zip+ 4 and 2-digit destination code plus the check digit for Cass provide postal qualification that will guarantee the lowest postal rate possible for the Voter Registration Certificates.

Postage: Mail Via First Class Mail (postage fee must be separate from total cost of bidding schedule);

- a) Mail service to include: Addressing, Collating, Packaging, Sorting and Delivery;
- b) CASS (Coding Accuracy Support System) certify and PAVE (Presort Accuracy, Validation and Evaluation) presort cards to yield maximum postage savings;
- c) Bar Code Report must be provided to County;
- d)

TERMS AND CONDITIONS

1. Any contract award 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.
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. Awarded vendor must be prepared to commence printing of the 270,000 certificates upon award of bid and receipt of an approved purchase order.
5. Awarded vendor must start mail-out of certificates by November 30, 2009 and complete the mail-out by January 20, 2010.

6. 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:

- a) **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.
 - i) 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.
 - ii) 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.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v) 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.

- b) **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.
- c) **Time frame 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.
- d) **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.
- e) **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.

Term of Contract: The term of this contract shall become effective from date of award and ending by December 31, 2011. Hidalgo County has the option to renew for an additional one (1) year under the same rates, terms and conditions.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile or via email to: cris.villarreal@co.hidalgo.tx.us no later than, Wednesday, **October**, **2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, October**, **2009.**

EXHIBIT "B"

HIDALGO COUNTY ELECTIONS DEPARTMENT "2010 PRINTING AND MASSIVE MAIL OUT FOR VOTER REGISTRATION CERTIFICATES" BID NO.: 09-431-00-00

BID PAGE FORM

Estimated Quantity	Description	Unit Cost Per Thousand (1000)
ITEM I: Approximately 270,000	Vendor must provide all labor, materials, design assistance, laser processing of the Voter Registration Certificates, including Addressing, Sorting, Collating and Delivery.	\$ _____
ITEM II: Additional 150,000	Printing of Blank Voter Registration Certificates	\$ _____
TOTAL BID PRICE		\$ _____

NOTE: BID AWARD WILL BE MADE IN THE AGGREGATE THEREFORE, VENDOR MUST BID ALL ITEMS TO BE CONSIDERED FOR AN AWARD.

BIDDER/COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE & FAX NO.'S _____

CELLULAR & EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-431-00-00**

THIS CONTRACT is made and entered into this ____ day of _____, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for “ **2010 Printing & Massive Mail-Out of Voter Registration Certificates**” for **Hidalgo County Elections Department** (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 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 Elections Department** . 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 Elections Department** 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" ("Specifications") and Exhibit "B" ("Bid Page") of the RFB, which is all based with upon completion of _____. However, at the sole discretion of the Hidalgo County Elections Administrator the time frame may be extended if delay is caused by the Hidalgo County Elections Department, or for good cause, to be determined by the Hidalgo County Elections Department.

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

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:
Atlas & Hall, L.L.P.

By: _____

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF
INSURANCE

DRAFT