

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

“PRINTING AND MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES”

BID OPENING DATE:

August 25, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

LEGAL NOTICE

BID NO: 2010-269-08-25-ERT

1. Sealed bids will be received for **“HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE – PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES”** 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: **“BID-10-269-08-25-ERT- HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE–
“PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES”** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 25, 2010. 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 REQUEST FOR BIDS-2010-269-08-25-ERT RFB-HIDALGOCOUNTY TAX ASSESSOR/COLLECTOR OFFICE– PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES”**.
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:
 - . 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 TAX ASSESSOR/COLLECTOR OFFICE- PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES**” 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:
Armando Barrera, Jr-RTA
Hidalgo County Tax Assessor/Collector
2804 S. US Hwy 281
Edinburg, Texas 78539
ATTN.: Paul Villarreal (956) 318-2876

17. Schedule of Events

| | |
|-----------------------------------|-------------------------------|
| Bid Opening, 9:30 AM | <u>August 25, 2010</u> |
| Award of Contract | _____, 2010 |
| Commence Work or Deliver Products | _____, 2010 |

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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
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 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. 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.

Bid
for
**HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-
PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND
ENVELOPES**
BID NO.: 10-269-08-25-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
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

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR "PRINTING AND MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"

BID NO: 2010-269-08-25-ERT

Bid Opening Date: August 25, 2010 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 bid process.

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

The bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

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 yellow** 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. Approximately 275,000 Return Envelopes #9
2. Approximately 350,000 Special Window Envelopes #10 – without permit no. 44.
3. Approximately 3,500 Brown Kraft Wove Booklet Envelopes #28.
4. Approximately 10,000 White Wove Window Booklet Envelopes #28.

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 weeks or less turnaround from the date of 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. 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.
11. HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.
12. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
13. 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.
14. Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2010.

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 August 18, 2010 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than August 20, 2010 by 5:00 P.M. **Telephone Inquiries will not be accepted.**