

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 in accordance with Exhibit "A" (Specifications) and Exhibit "B" ("Bid Page") of the Request for Bids. 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. Company acknowledges that voter information received from Hidalgo County directly or indirectly is considered private and confidential. Company shall keep all information including but not limited to paper records, lists, databases, etc., received from Hidalgo County in a safe and secure location and shall promptly destroy all information not

otherwise required to be retained by law that may contain voter registration information. Company acknowledges that misuse of information received from Hidalgo County from this Contract for personal or commercial gain or otherwise, may be punishable by law and may result in immediate termination of this Contract.

6. 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.

7. 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.

8. 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 for all purposes and shall furnish to County certificates of such insurance coverage prior to any Services being provided.

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

10. 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,

16. This Agreement shall commence on **October 29, 2013** and expire on **October 28, 2014**, and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto. Hidalgo County shall have the right to extend this Contract for an additional one (1) year period upon sixty (60) days written notice to Company under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

17. 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.

18. 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.

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

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. '

271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals and effective this _____ day of _____, 2013.

Approved By Commissioners' Court: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: Information Management Solutions, LLC

By: _____

Printed Name: _____

Title: _____

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

By: _____
Stephen L. Crain

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

**Specifications/Requirements and/or
Terms and Conditions**

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

HIDALGO COUNTY
BID NO.: 2013-286-10-16CGA

"Printing and Massive Mail-out for Voter Registration
Certifications for Elections Department"

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 **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 280,000 Printed and Mail-Out Voter Registration Certificates;

Item II: Additional 100,000 Blank Voter Registration Certificates to be available when needed throughout the contract term.

(See enclosed: Sample I-Printed Certificate and Sample II-Blank Certificate)

CERTIFICATE INFORMATION :

- Hidalgo County is requesting bids for approximately 280,000 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 1/4" margin on the left side of the paper.

COLOR AND PAPER SPECIFICATIONS:

- The color for the 2014-2015 Certificate is Pantone Orange 1485. 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 be meet postal requirements for calibration.
- The front side of the certificate is to be printed with Pantone Orange ink color. The language on the certificates will be in black ink. Using the Pantone Orange 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 Orange 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 Orange #1485;
- 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, Melanie Esparza, 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 Hidalgo County;

TERMS AND CONDITIONS:

1. Awarded vendor must start mail-out of certificates on or after November 14, 2013 but before December 6, 2013 as per Texas Election Code, Chapter 14, Section 14.001.
2. Awarded vendor must be prepared to commence printing of the 280,000 certificates upon award of bid and receipt of an approved purchase order.
3. 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 (30) days written notice prior to cancellation.
4. 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.
5. 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.
6. Awarded vendor shall be responsible for compliance with any changes or modifications to State laws affecting this bid and for complying with all revised deadlines required by federal, state or local laws that may come into effect during the term of the contract.
7. Insurance requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

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.

SAFEGUARDING OF INFORMATION AND DATA:

- The awarded contractor acknowledges that voter information received from Hidalgo County directly or indirectly is considered private and confidential.
- The awarded contractor shall keep all information including but not limited to paper records, lists, databases, etc., received from Hidalgo County in a safe and secure location and shall promptly destroy all information not otherwise required to be retained by law that may contain voter registration information.
- The contractor acknowledges that misuse of information received from Hidalgo County from this Contract for personal or commercial gain or otherwise, may be punishable by law and may result in immediate termination of awarded contract.

TERM OF CONTRACT:

- The term of this contract shall become effective from date of award and ending by December 31, 2014. Hidalgo County has the option to renew for an additional one (1) year under the same rates, terms and conditions.
- Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

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.ayala@co.hidalgo.tx.us no later than, **Tuesday, October 8, 2013, 5:00 PM**. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, Thursday, October 10, 2013**.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

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 contract 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

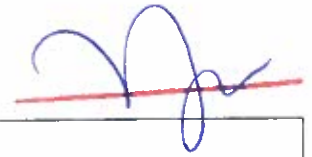
HIDALGO COUNTY ELECTIONS DEPARTMENT
 "PRINTING AND MASSIVE MAIL OUT FOR
 VOTER REGISTRATION CERTIFICATIONS"
 BID NO.: 2013-286-10-16-CGA

OPENED

10/16/13
 g:eban

Witnessed

BID PAGE FORM



Estimated Quantity	Description	Unit Cost Per Thousand (1000)
ITEM I: Approximately 280,000	Vendor must provide all labor, materials, design assistance, laser processing of the Voter Registration Certificates, including Addressing, Sorting, Collating and Delivery.	\$ 27.50
ITEM II: Additional 100,000	Printing of Blank Voter Registration Certificates	\$ 24.00
TOTAL BID PRICE:		\$ 10,100.00

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

Awarded vendor commits to complete mail-out by December 6, 2013. Yes No

BIDDER/COMPANY NAME: Information Management Solutions, LLC.
 ADDRESS: 2416 Brockton St., Ste 105
 CITY/STATE/ZIP CODE: San Antonio, TX 78217
 PHONE & FAX NO.'S: 210-826-2676 (fax) 210-826-4994 (phone)
 CELLULAR No. & EMAIL ADDRESS: 210-843-0623 for Sy Green - sg@totkin
 AUTHORIZED SIGNATURE: [Signature]
 PRINTED NAME: Thomas Kelly Dowe
 TITLE: Vice President

Tkd

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	INDEPENDENT INSURANCE CENTER 1739 CITADEL PLAZA SAN ANTONIO TX 78209	CONTACT NAME:	Gary Bolte, CPCU, ARM, AU	
		PHONE (A/C, No, Ext):	210-821-5080 x119	FAX (A/C, No):
		E-MAIL ADDRESS:	gbolte@iicsa.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Evanston Insurance Company	35378
		INSURER B:	Texas Mutual Insurance Company	22945
		INSURER C:	Sentinel Insurance Company Ltd	11000
		INSURER D:		
		INSURER E:		
		INSURER F:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		IT805725	06/21/2013	06/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		65UECAW0717	06/21/2013	06/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SBP0001241688	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION AI 113556

Hidalgo County Purchasing Department 2812 S. Business Highway 281 New Administration Building Edinburg TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Fax: () -

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