

**Bid No: 2013-153-12-18-YZV**

**Buyer: Yolanda Velasquez**

**Tel. No: (956) 318-2626 Ext. 4881**

# **REQUEST FOR BIDS**

**HIDALGO COUNTY**

*“Specialty Printing Services & Related Services”*

**BID OPENING DATE: December 18, 2013 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for *“Hidalgo County-Specialty Printing Services and Related Services”* 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 bidder's 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-2013-153-12-18-YZV -Hidalgo County-Specialty Printing Services and Related Services* and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, *on or before 9:30 A.M., Wednesday, December 18, 2013.*

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO *RFB No.2013-153-12-18-YZV-Hidalgo County-“Specialty Printing Services and Related Services”***

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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 and Contract Number (if any)
  - d) Notation - "Hidalgo County-Specialty Printing Services and Related Services" 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:

Elizabeth Cano, Accounts Payable Supervisor  
 Hidalgo County Auditor's Office  
 2808 S. Business Hwy 281  
 Edinburg, Tx 78539  
 (956) 318-2511

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>December 18, 2013</u></b>
Award of Contract	_____2014
Commence Work or Deliver Products	_____2014

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 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 there under, 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.
24. 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.
25. 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.

26. 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 judgment 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.
27. 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.
28. 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.
29. 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**  
*“Specialty Printing Services and Related Services”*

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical address: 2802 S. Business Hwy. 281-New Administration Building  
Mailing address: 2812 S. Business 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"  
HIDALGO COUNTY  
"PRINTING SERVICES & RELATED SUPPLIES"  
BID NO.: 2013-153-12-18-YZV

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Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Printing Services & Related Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services. These services will be on an "As Needed Basis".

**Specifications:**

Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

**Samples/Demos/Proofs:** Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at no additional cost, for approval prior to printing.

- **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
- **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

**Pick-up and Delivery Requirements:** Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

**Pricing:** All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

**Paper Stock:** Paper stock shall be the same or better stock quality as sample provided.

**Packaging:** Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

**Sample Review:** This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: [volanda.velasquez@co.hidalgo.tx.us](mailto:volanda.velasquez@co.hidalgo.tx.us).** When discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

**Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.**

**CD** –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of

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routine County business.

**General Requirements:** The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY**.
- All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the Responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable please type/write in N/A on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

#### **SECTION A**

**ITEMS in addition to the individual items listed per department:** All materials and supplies necessary, but not limited to the following, Please note as per Department's required information. (I.e. address, phone number, fax number, etc.)

**PLAIN PAPER:** (White or ivory paper minimum of 20lbs)

**LETTERHEAD** (White or ivory paper minimum of 20% or 25% Cotton Fine/Linen)

- **Standard size** -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering
- **Legal size**-(White or ivory paper minimum of 20% or 25% Cotton Fine/Linen)  
8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering

**ENVELOPES:** must give price per box indicated Qty of box (White wove or Ivory paper minimum 24lbs)

- **Standard size** w/ without window 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering
- **Legal size**- w/ without window 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering

**BUSINESS CARDS:** must give price per box indicated Qty of box (White or Ivory paper)

- **Business Cards** (1) one sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering
- **Business Cards** (2) two sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering

**BANKNOTES:**

- **Watermark**
- **Security Fibers**
- **Optically Dead Chemically Sensitive Security Paper**
- **Paper Treated with laser Toner Retention**
- **Engraved Intaglio Printing**
- **Engraved Intaglio Latent Images "V" and "R"**
- **Engraved "Vital Record" Micro-print**
- **State/ City Departmental Name of Vital Record**
- **State/City Departmental Seals**

EXHIBIT "A"  
HIDALGO COUNTY  
"PRINTING SERVICES & RELATED SUPPLIES"  
BID NO.: 2013-153-12-18-YZV

- **"Void" Copy Background**
- **Prismatic Print**
- **Screened State/City/Departmental Seal**
- **Erasure Sensitive Inks**
- **Sequential Control Numbering & Bar-coding**

**SECTION B**

Description		Estimated Minimum Quantity	Special Instructions
<b>DISTRICT CLERK</b>			
1	<b>#10 Envelopes</b> -Item Size 4 1/8" x 9 1/2",Description: 25 % Cotton. Imprint Specifications/Process: Flat Print, Imprint Location: Front, Imprint colors: 2PMS Colors	70,000	
2	<b>#28 Catalog Envelopes White Stock – No Window</b> -Item Size: 10" x 13, Description: 2500 Thermo Graphed, Imprint Specifications/ Process: Flat Print, Imprint Location: Front, Imprint Colors: 2PMS Colors	10,000	
3	<b>Letterhead Paper</b> -Item Size 8 1/2" x 11", 25% Cotton, Imprint Specifications/Process: Flat Print/County Seal w/Foil, Imprint colors 2 PMS	20,000	
Description		Estimated Minimum Quantity	Special Instructions
<b>COUNTY CLERKS</b>			
1	<b>Booklet Envelopes</b> -9 1/2" x 12" Booklet Envelopes, 28# White Stock, <b>With or without peel</b> and stick feature, Printed two (2) color, Special Window	6,000 per order	
2	<b>Bound Books</b> -3/4" Bound Books, Hand Sewn, Red Imitation Leather sides, Red leather Spine and corners, Printed 4 colors, 2 sides on special 100% Cotton archival Byron Weston Linen Ledger, 320 Sheets capability per book, Special Metal rim index in the front, Plain Hubs		
3	<b>Birth/Marriage Envelopes</b> - Custom Design, Printed gold ink one side, White crushed marble stock, Finished Size : 4" x 9.5" closed after printing, Folded and glued	6,000	
4	<b>Marriage License/Certified Marriage License</b> - Printed 1/1 color, 32# Custom Ledger that is archival and correct off white color for Marriage License, Certified are numbered front and back	1,000	
5	<b>Poly Envelopes for Wallet Cards</b> - 2 3/4" x 4", With a special archival poly that will not react chemically with the ink of the cards	3,000	
6	<b>Banknotes –Legal size</b> - Watermark, Security Fibers, Optically Dead Chemically Sensitive Security Paper, Paper Treated with laser Toner Retention, Engraved Intaglio Printing, Engraved Intaglio Latent Images "V" and "R", Engraved "Vital Record" Micro-print, State/City Departmental Name of Vital Record, State/City/Departmental Seals, "Void" Copy Background, Prismatic Print, Screened State/City/Departmental Seal, Erasur Sensitive Inks, Sequential Control Numbering & Barcoding	10,000 pages	
Description		Estimated Quantity	Special Instructions
<b>Purchasing Department</b>			

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"PRINTING SERVICES & RELATED SUPPLIES"  
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1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	samples
2	8.5 x11 Heavyweight printing paper inkjet paper 24lbs / 28lbs		samples
3	Envelopes w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	10,000	samples
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	1,000	samples
<b>County Court @ Law No. 5</b>			
1	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	3,500	samples
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500	samples
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2500	samples
<b>93<sup>RD</sup> District Court</b>			
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500	samples
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500	samples
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark	2,500	samples
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2,500	samples
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 1/2 x 2	2,500	samples
6	Award/Certificate 8x11 1/2 Gold border with Blk Letters	2,500	samples
<b>Elections Department</b>			
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk	500 per box	samples
2	Envelopes w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500 per box	samples
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2**See Sample***	sample	samples
4	Notepads		
<b>Budget /Public Affairs/ W/Comp/Employee Benefits</b>			
1	Envelopes w/ without window 4 x 9 1/2 w Cty Logo & Dept Info. Blue/Gold ink	500	samples
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2	2,000	samples
3	2 x 10 desk/door name plates Blk w/ white letters	5	copy
<b>Justice of the Peace Pct 2 Place 2</b>			
1	Business Cards w Pink Rose & Blk letters 3 1/2 x 2	2,000	sample
2	4x 9 1/2 Jacket with Blk letters*The State Of Texas		sample
<b>449<sup>TH</sup> Judicial District of Texas</b>			
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised printed)	3000	sample
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000	sample
3	Envelopes w/ without window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500	sample
<b>R.O.W</b>			
1	Business Cards w Cty Logo & Dept Info. In Blk 3 1/2 x 2	5000	sample
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000	sample
<b>PCT 4</b>			
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised blk printed) for about 10 employees	2,000	samples
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000	samples

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"PRINTING SERVICES & RELATED SUPPLIES"**  
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3	Envelopes w/ without window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	sample
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10,000 (B)	samples
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000	sample
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence	5,000	sample
<b>Health &amp; Human Services</b>			
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000	sample
2	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	5,000	sample
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000	sample
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000	sample
5	9x 5 Index card Form L-37	5,000	sample
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000	sample
7	3 1/2 x 6 Blue Blk letters Registro de Tratamiento Preventive (English & Spanish)	5,000	sample

**HEALTH FLYERS:** (English & Spanish flyers)

8	<b>Attention...Parents flyer</b> 8 1/2 x 11 Glossily in color with border	5,000	sample
9	<b>HPV Vaccine flyer</b> 8 1/2 x 11 glossily in color (English & Spanish)	5,000	sample
10	Information for Healthcare providers from CDC (VFC) 8 1/2 x 11 glossily in color	5,000	sample
11	Information for parents from CDC (VFC) 8 1/2 x 11 glossily in color	5,000	sample
12	National Infant Immunization Campaign flyer 8 1/2 x 11 glossily in color	5,000	sample
13	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color (English & Spanish) IMM-966	5,000	sample
14	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color (English & Spanish) IMM-962	5,000	sample
15	Acceptable Temperatures for Vaccines 8 1/2 x 11 glossily in color	5,000	sample
16	Vaccine Coordinator 8 1/2 x 11 glossily in color	5,000	sample
17	Monthly Care of Vaccine Storage Units 8 1/2 x 11 glossily in color	5,000	sample
18	Keep your Germs to yourself 8 1/2 x 11 glossily in color	5,000	sample
19	Alto A la Gripe Texasflu.org. 8 1/2 x 11 glossily in color	5,000	sample
20	FAQ from parents about Vaccines for Infants 8 1/2 x 11 copy paper color	5,000	sample
21	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)	5,000	samples

**HEALTH FORMS:** Pad 50 sets

22	Referral Form 3 part (white, yellow and pink) 8 1/2 x 11 letter in blk	5,000	sample
23	On-site Wastewater Systems Checklist 2 part (white & yellow) 8 1/2 x 11 letter in blk	5,000	sample
24	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (white & yellow) 8 1/2 x 11 letter in blk	5,000	sample
25	Foster Home Inspection Report 3 part (white, yellow and pink) 8 1/2 x 11 letter in blk	5,000	sample
26	Sanitary Inspection Form 3 part (white, yellow and pink) 8 1/2 x 11 letter in blk	5,000	sample
27	Investigation Report Occupational Health Regulation #2-B 4 part (white, yellow, pink & orange) 8 1/2 x 11 letter in blk	5,000	sample
28	License to Operate OSSF form 8 1/2 x 11 letter in blk	5,000	sample
29	Temporary Food Establishment Permit Request 8 1/2 x 11 letter in blk	5,000	sample
30	Environmental & Consumer Health Protection Complaint Form 8 1/2 x 11 letter in blk	5,000	sample
31	CMS 1500 NCR 2 part for computer (front and back)	5,000	samples

**HEALTH BOOKS:**

32	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	sample
33	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	sample

**TERMS & CONDITIONS:**

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

EXHIBIT "A"  
HIDALGO COUNTY  
"PRINTING SERVICES & RELATED SUPPLIES"  
BID NO.: 2013-153-12-18-YZV

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2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
5. 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.
6. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County Determines it is in its best interest to do so.
7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
10. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

**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

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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.

**ADDITIONAL INFORMATION:**

It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by no later than Wednesday December 04, 2013 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than Friday December 06, 2013 @ 5:00 P.M.**

EXHIBIT "B"  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.;; 2013-153-12-18-YZV

**SECTION A**

LETTERHEAD		PRICES	
NO.	Description	1 color	2 colors
1	<i>Standard size</i> -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.		
2	<i>Legal size</i> - 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.		

**BUISNESS CARDS:**

NO.	Description	1 color	2 colors
1	<b>Business Cards</b> (1) one sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering		
2	<b>Business Cards</b> (2) two sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering		

**ENVELOPES:**

NO.	Description	1 color	2 colors
1	<b>Envelopes</b> with windows 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering		
2	<b>Envelopes</b> without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering		

**SECTION B**

Description		Estimated Quantity per year	UNIT PRICE	TOTAL
<b>DISTRICT CLERK</b>				
1	#10 Envelopes	70,000		
2	#28 Catalog Envelopes-white Stock – No Window	10,000	Thermo	
			Flat Print	
3	Letterhead Paper			
<b>COUNTY CLERK</b>				
1	Booklet Envelopes	6,000	w/peel	
			w/o peel	
2	Bound Books	2		
3	Birth /Marriage Envelopes	6000		
4	Marriage License/Certified Marriage License	3000		
5	Poly Envelopes for Wallet Cards	3000		
6	Banknotes	10000		
<b>Purchasing Department</b>				
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000		
2	8.5 x11 Heavyweight printing paper inkjet paper 24lbs / 28lbs	10,000		
3	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	10,000		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	1,000		
<b>County Court @ Law No. 5</b>				
1	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	3,500		
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2500		
<b>93<sup>RD</sup> District Court</b>				
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500		
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500		

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"SPECILTY PRINTING SERVICES & RELATED SERVICES"**  
**RFB NO.;; 2013-153-12-18-YZV**

Description		Estimated Quantity per year	UNIT PRICE	TOTAL
<b>93<sup>RD</sup> DISTRICT COURT-CONTINUATION</b>				
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark	2,500		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2,500		
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 ½ x 2	2,500		
6	Award/Certificate 8x11 ½ Gold border with Blk Letters	2,500		
<b>Elections Department</b>				
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk	500 per box		
2	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500 per box		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2**See Sample***	sample		
4	Notepads			
<b>Budget /Public Affairs/ W/Comp/Employee Benefits</b>				
1	Envelopes w/ without window 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink	500		
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2	2,000		
3	2 x 10 desk/door name plates Blk w/ white letters	5		
<b>Justice of the Peace Pct 2 Place 2</b>				
1	Business Cards w Pink Rose & Blk letters 3 ½ x 2	2,000		
2	4x 9 ½ Jacket with Blk letters*The State Of Texas			
<b>449<sup>TH</sup> Judicial District of Texas</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised printed)	3000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000		
3	Envelopes w/ without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500		
<b>R.O.W</b>				
1	Business Cards w Cty Logo & Dept Info. In Blk 3 ½ x 2	5000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000		
<b>PCT 4</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed) for about 10 employees	2,000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000		
3	Envelopes w/ without window -Wht 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000		
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10,000 (B)		
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000		
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence	5,000		
<b>Health &amp; Human Services</b>				
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000		
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. Blue	5,000		
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000		
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000		
5	9x 5 Index card Form L-37	5,000		
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000		
7	3 ½ x 6 Blue Blk letters Registro de Tratamiento Preventive	5,000		

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"SPECILTY PRINTING SERVICES & RELATED SERVICES"**  
**RFB NO.;; 2013-153-12-18-YZV**

<b>Description</b>		<b>Estimated Quantity per year</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>HEALTH &amp; HUMAN SERVICES CONTINUATION</b>				
8	Attention...Parents flyer 8 ½ x 11 Glossily in color with border	5,000		
9	HPV Vaccine flyer 8 ½ x 11 glossily in color	5,000		
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 glossily in color	5,000		
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color	5,000		
12	National Infant Immunization Campaign flyer 8 ½ x 11 glossily in color	5,000		
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-966	5,000		
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-962	5,000		
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color	5,000		
16	Vaccine Coordinator 8 ½ x 11 glossily in color	5,000		
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color	5,000		
18	Keep your Germs to yourself 8 ½ x 11 glossily in color	5,000		
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color	5,000		
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color	5,000		
21	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)	5,000		
22	Referral Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	5,000		
23	On-site Wastewater Systems Checklist 2 part (wht , yellow) 8 ½ x 11 letter in blk	5,000		
24	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht , yellow) 8 ½ x 11 letter in blk	5,000		
25	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
26	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
27	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000		
28	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000		
29	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000		
30	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000		
31	CMS 1500 NCR 2 part for computer	5,000		
32	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
33	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NO/FAX NO: \_\_\_\_\_

CELL PHONE NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



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 **Commissioners' Court** or their 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. This Contract shall be for a period of one year effective \_\_\_\_\_, **2014** and ending on \_\_\_\_\_, **2014**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

written notice by County.

16. 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.

17. 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.

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

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

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

DRAFT

**EXHIBIT “B”  
VENDOR’S BID**

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**