



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-7612

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Pablo "Paul" Villarreal, Jr., Tax Assessor & Collector
 Attn: Rudy Flores / Mary Garcia

From: Sandy Suarez ^{CRS}, Buyer II
 Hidalgo County Purchasing Department

Date: February 19, 2016

Re: Approval of Specifications for: BID NO. -2016-059-00-00-SGS
 Hidalgo County Tax Assessor/Collector Office -"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
 If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO/ Other

(Specify) _____

BUDGET ACCOUNT #: 6-1100-415-15-140-001-0-350

	<u>PABLO (PAUL) VILLARREAL JR.</u>	<u>TAX OFFICE</u>	<u>2/24/2016</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA EMAIL to: sandy.suarez@co.hidalgo.tx.us OR VIA FAX TO (956) 292-7612, sooner than and/or no later than **February 23, 2016 @:2:00 p.m.**

Enclosures

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Tax Assessor/Collector
"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"
BID NO: 2016-059-00-00-SGS

Hidalgo County Tax Assessor/Collector's office is currently soliciting to contract a qualified vendor that meets and/or exceeds all specification/requirements, terms and conditions for *"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"* on the following: **Section A & Section B**

SECTION: A

- Item I: -----Approximately 350,000 1- Part Laser Printed Tax Statements
Item II: -----Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item III: -----Envelopes required for mailing, (Item I).

All bids must be in writing, the original signed in **blue ink** and mailed or delivered to: Martha L. Salazar, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78540. Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

Item I. Tax Statement

- 1) Size: 8 1/2" x 14" printed on two-sides. (3 inches from bottom is the perforation). Laser printed as duplex for both variable and static data.
- 2) Perforated for return payment stub (horizontal).
- 3) Laser printed Tax Statements on 20 lb. **2016 Tax Statements**, **must** be printed on **light green** color paper, in black ink and for the laser printed **2017 Tax Statements** on 20lb, **must** be printed on **light canary** 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, DVD's or FTP site**.
- 9) Print selected information in **Delivery Bar Code/OCR** in compliance with Tax Office and ACT, (Appraisal & 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.

EXHIBIT "A"
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12) Need PDF files of statements to external HD, DVD's or FTP site. The PDF files need to be full text searchable and the file name to be the account number. (i.e. A1000000000000000.pdf)

Item- II. Folding, Inserting, Sorting, and Mailing Tax Statement

- 1) Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode are 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.

Item III. Envelopes Required For Mailing (Item I) - (Envelope Samples Enclosed)

- 1) Return Envelopes #9 - (Approximately 220,000) ** see below
- 2) Special Window Envelopes #10- (Permit 44) - (Approximately 285,000)
- 3) Brown Kraft Wove Booklet Envelopes #28 - 9" x 12" - (Approximately 3,000)
- 4) White Wove Window Booklet Envelopes #28 - (Approximately 2,500)

**** Return Envelopes #9, must include a Blue marking on the upper left hand side, 2.5" from the edge. The dimensions of the blue marking will be 1.5" W x .5" H and be **Laser Jet or Ink Jet** printed.**

PRINTING INSTRUCTIONS:

TAX STATEMENTS		File	Printed Copies	PDF Image Copy
1)	Non Mortgage accounts (Zip, Alpha)	1	1	1
2)	Mortgage accounts (Mort, X-Ref) Tax Office	1	1	1

To Be Mailed by Tax Office (Approx. 30,000 Mortgage Accounts)

Upon completion of above mentioned processes, Tax Office personnel will inspect the statements (original samples) and with authorization from the current elected **Hidalgo County Tax Assessor-Collector**, must be obtained in order to release the statements for mailing.

SECTION: B

- Item I: ----- Approximately 75,000 1-Part Laser Printed Tax Statements
- Item II: ----- Approximately 50,000 1-Part Laser Printed Tax Statements
- Item III: ----- Approximately 30,000 1-Part Laser Printed Tax Statements
- Item IV: ----- Folding, Inserting, Presorting & Mailing of Tax Statements (Item I-II and III)
- Item V: ----- Envelopes required for mailing, (Items I, II and III)

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Tax Assessor/Collector
"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"
BID NO: 2016-059-00-00-SGS

Items I, II & III: Tax Statements

- 1) Size: 8 ½ " x 11" printed on two sides. Laser printed as duplex for both variable and static data.
- 2) No perforation required for return payment stub.
- 3) Laser printed Tax Statements on 20 lb. On white paper, in black ink for 2016 and 2017 Tax Statements.
- 4) Statements must be designed for the collection of taxes printed on two-sides for multiple entities.
- 5) Statements 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 Office information for the statements must be extracted from removable storage media provided by Hidalgo County External HD, DVD's or FTP site.
- 9) Print selected information in Delivery Bar Code/OCR in compliance with Tax Office and ACT, (Appraisal & Collections Technologies) software requirements.
- 10) Print selection messages in English.
- 11) Print in Zip Code order and Alphabetical order within the Zip Code.

Item IV: Folding, Inserting, Sorting and Mailing Tax Statements

- 1) Statements must be folded and inserted into a Special Window Envelope, so that the name, address and Delivery Point Barcode are visible and in compliance with U.S. Postal Service specifications for automated processing.
- 2) Statement(s) 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.

EXHIBIT “A”
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Item V: Envelopes Required For Mailing I, II, III – (Envelope Samples Enclosed)

Item I – 1) Special Window Envelopes #10 – (Approximately 65,000)
2) White Wove Window Booklet Envelopes #28 - (Approximately 1,000)

Item II - 1) Special Window Envelopes #10 – (Approximately 40,000)
2) White Wove Window Booklet Envelopes #28 - (Approximately 800)

Item III - 1) Special Window Envelopes #10 – (Approximately 20,000)
2) White Wove Window Booklet Envelopes #28 - (Approximately 500)

SPECIFICATIONS/REQUIREMENTS (applies to Sections A & B-unless otherwise indicated)

- 1) Bid amount must include materials, conversion of data, delivery and all other related costs.
- 2) Samples of the Tax Statement, Return Envelope #9, and the Window Envelopes #10 will be provided for your review at the Pre-bid Conference.
- 3) Hidalgo County is requesting the awarded vendor to utilize/access NCOA (National Change of Address) for accuracy and verification of addresses which will be printed on Tax Statements, in order to avoid undeliverable mail returns to Hidalgo County Tax Office.
- 4) Hidalgo County is requesting the awarded vendor provide a comma or tab delimited list of the addresses that were changed, to the Hidalgo County Tax Office, POC (point of contact) would be Rudy Flores Hidalgo County Tax Office - (956) 289-7470 rudy.flores@hidalgocountytax.org.
- 5) 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.
- 6) In the event, the final printed statements do not meet the specifications of the final accepted proof by Hidalgo County Tax Office representative, the awarded vendor will be responsible for any additional fees which may have been incurred by Hidalgo County.
- 7) Vendor must provide at least two (2) references with other governmental clients located in the State of Texas such as; cities, counties, etc.
- 8) Vendor shall have at least **one (1)** office located in the State of Texas.
- 9) Close communication with the Tax office is very important and must be kept throughout the term of contract. At least 5 months prior to the commencement of the 2016 & 2017 Tax Statements, and Envelopes, Contact must be made with Mary Garcia at the Tax office, whether by telephone (956)

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Tax Assessor/Collector
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BID NO: 2016-059-00-00-SGS

318-2157, via –E-mail or by meeting, in order to review and follow up on the Specifications for the Tax Statements for 2016 & 2017.

SECTION A (Specifications only)

- 1) Bidder(s) commitment to print and deliver mail **Tax Statements**, by no later than the following deadlines

2016-Tax Statements	2017- Tax Statements
November 1, 2016	November 1, 2017

- 2) The awarded vendor(s) must provide samples of (the actual perforated original sample) proposed items for approval prior to printing and mailing. Approval will be made within 1-2 business days.
- 3) Brown Kraft Booklet Envelopes #28, will include more than one (1) Tax Statement. A file will be sent separately for the use of these envelopes. (i.e. Mortgage files)
- 4) White Wove Booklet Envelopes #28, will include five (5) or more Statements. A file will be sent separately for the use of these envelopes. (i.e. 5plus file).
- 5) **Postage** will be the responsibility of Hidalgo County Tax Office (Permit No. 44), Edinburg Texas Post Office.

SECTION B (Specifications only)

- 1) The awarded vendor must provide samples of (the actual original sample) proposed items for approval prior to printing and mailing. Approval will be made within 1-2 business days.
- 2) Samples of the Tax Statement and Window Envelopes #10 are provided for your review at the Pre-bid Conference.
- 3) White Wove Booklet envelopes #28, will include five (5) or more statements.
- 4) Postage will be the responsibility of Hidalgo County Tax Office.
- 5) Bidder(s) commitment to print and deliver mail out to Hidalgo County Tax Office on or before the following deadlines:

Description	2016 Tax Statements	2017 Tax Statements
Item I	January 18, 2017	January 18, 2018
Item II	February 15, 2017	February 15, 2018
Item III	March 17, 2017	March 16, 2018

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Tax Assessor/Collector
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BID NO: 2016-059-00-00-SGS

TERMS AND CONDITIONS

1. **Contract will commence on June 30, 2016 to March 31, 2018.** Each year shall be for two weeks or less turn around from the **date** of receipt of HD or FTP Text files. However, it 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. 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 delays.
3. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action.
4. 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 cancelled.
5. Hidalgo County reserves the right to award to ONE or MULTIPLE vendors if the County determines it is in its best interest to do so.
6. **Hidalgo County reserves the right to award this contract on an "all or nothing basis".**
7. Hidalgo County may seek purchases/service from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
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. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).
10. 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.
11. All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

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SPECIFICATIONS/REQUIREMENTS
Hidalgo County Tax Assessor/Collector
"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"
BID NO: 2016-059-00-00-SGS

PRE-BID CONFERENCE: will be held on **Wednesday Month 00, 2016 at 0:00 P.M.**, at the Hidalgo County Purchasing Department (Conference Room) samples will be provided, at 2802 S. Business Hwy. 281–New Administration Bldg., Edinburg, Texas. We encourage all interested vendor(s) to attend.

ADDITIONAL INFORMATION:

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 sandy.suarez@co.hidalgo.tx.us by no LATER THAN, DAY MONTH 00, 2016, by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than DAY MONTH 00, 2016 by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

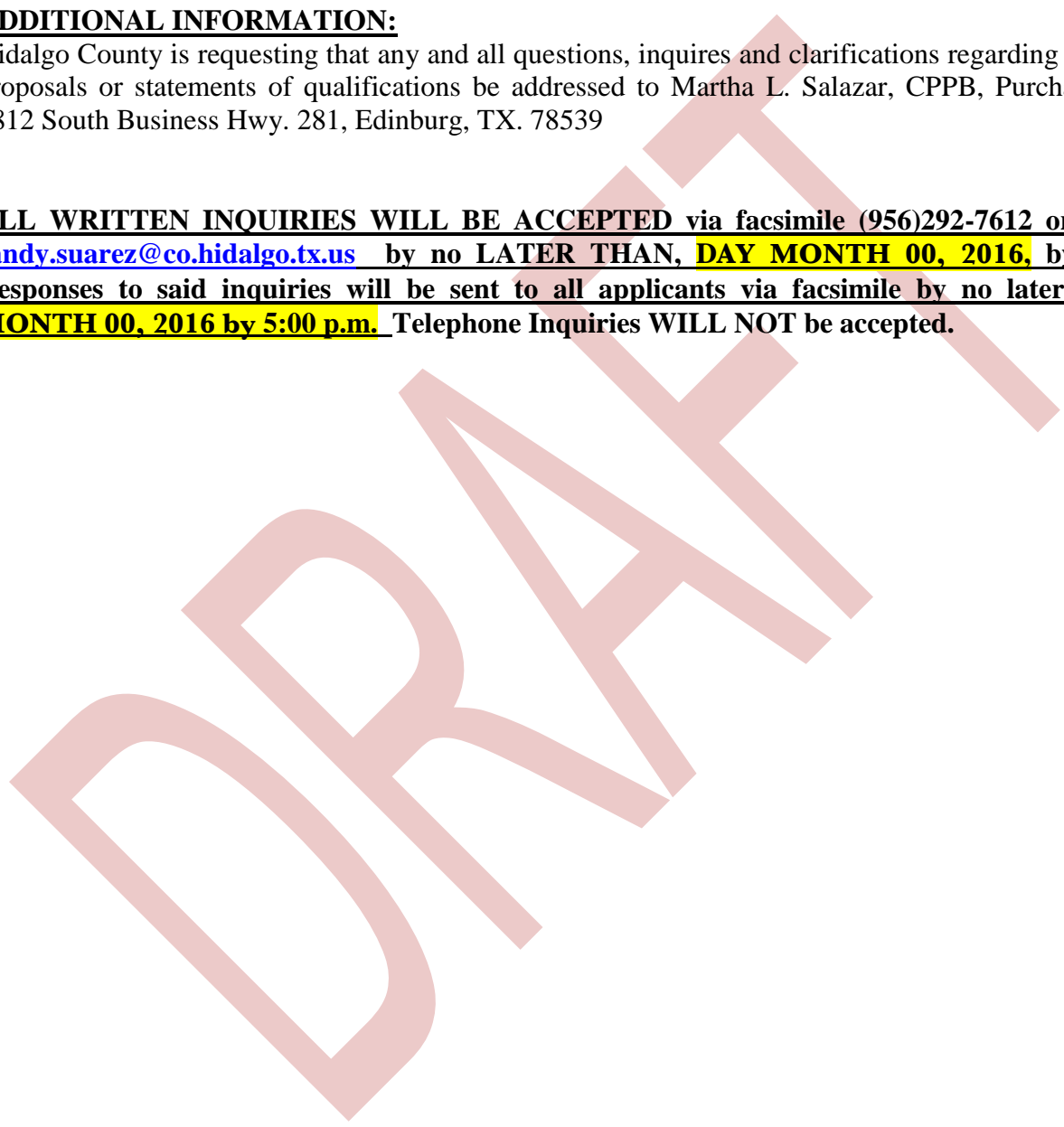


EXHIBIT "B"
HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"
BID No. 2016-059-00-00-SGS

BID PAGE

1) The quantities stated are the estimates of Hidalgo County. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. No under-runs allowed and over runs will be at no charge to the County. *Term of Contract: Commences June 30, 2016-March 31, 2018, with a 60 day grace period at the end of the contract term for any unforeseen delays.*

DESCRIPTION OF SERVICES TO BE PERFORMED ON AS NEEDED BASIS		ESTIMATED ANNUAL QUANTITY	PRICE	
			Year 2016	Year 2017
<i>NIGP Commodity Code: 966-76(Print on Demand Srvs-include printing and distribute Srvs)</i>				
SECTION A				
ITEM- I	1-Part Laser Printed Tax Statements (201b) Laser printed as duplex for both variable & static data. (2016 - Light Green & 2017 -Canary Yellow)	350,000	\$	\$
ITEM-II	Folding, Inserting, Presorting and Mailing of Tax Statements, (Item I) to Edinburg, Texas Post Office		\$	\$
<i>NIGP Commodity Code: 966-31(Envelope Printing)</i>				
ITEM- III	1) Return Envelopes #9	220,000	\$	\$
	2) Special Window Envelopes #10 - (H. C. Permit #44)	285,000	\$	\$
	3) Brown Kraft Wove Booklet Envelopes #28	3,000	\$	\$
	4) White Wove Window Booklet Envelopes #28	2,500	\$	\$
Shipping and Freight			\$	\$
**Additional charges			\$	\$
TOTAL BID PRICE			\$	

**Please provide an explanation of Additional charges that may be incurred:

2016-Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2016.

YES	
NO	

2017-Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2017.

YES	
NO	

EXHIBIT "B"
HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"
BID No. 2016-059-00-00-SGS

DESCRIPTION OF SERVICES TO BE PERFORMED ON AS NEEDED BASIS		ESTIMATED ANNUAL QUANTITY	PRICE	
			Year 2016	Year 2017
<i>NIGP Commodity Code: 966-76 (Print on Demand Svcs-include printing & distribute)</i>				
SECTION B				
ITEM- I	1-Part Laser Printed Tax Statements (201b) <i>(Laser printed as duplex for both variable & static data I-II-III)</i>	75,000	\$	\$
ITEM-II	1-Part Laser Printed Tax Statements (201b)	50,000		
ITEM-III	1-Part Laser Printed Tax Statements (201b)	30,000		
ITEM-IV	Folding, Inserting, Presorting and Mailing of Tax Statements (to Hidalgo County Tax Office)		\$	\$
<i>NIGP Commodity Code: 966-31 (Envelope Printing)</i>				
ITEM-V	Envelopes required for mailing (Items I, II & III)			
Item I	Special Window Envelopes #10	65,000		
	White Wove Window Booklet Envelopes #28	1,000		
Item II	Special Window Envelopes #10	40,000		
	White Wove Window Booklet Envelopes #28	800		
Item III	Special Window Envelopes #10	20,000		
	White Wove Window Booklet Envelopes #28	500		
Shipping and Freight			\$	\$
**Any other additional charges			\$	\$
TOTAL BID PRICE			\$	

****Please provide an explanation of Additional charges that may be incurred:**

Item I-Bidder commitment to print and deliver mail out of 2016 Tax Statement no later than: January 18, 2017
Bidder commitment to print and deliver mail out of 2017 Tax Statement no later than: January 18, 2018

YES	
NO	

Item II-Bidder commitment to print and deliver mail out of 2016 Tax Statement no later than: February 15, 2017
Bidder commitment to print and deliver mail out of 2017 Tax Statement no later than: February 15, 2018

YES	
NO	

Item III-Bidder commitment to print and deliver mail out of 2016 Tax Statement no later than: March 17, 2017
Bidder commitment to print and deliver mail out of 2017 Tax Statement no later than: March 16, 2018

YES	
NO	

Bid No: 2016-059-00-00-SGS

Buyer II: Sandy Suarez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

“Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes”

BID OPENING DATE: Month 00, 2016

Contact Person:

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



1. Sealed bids will be received for **“HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-”Printing and Mailing of 2016 & 2017 Tax Statements 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-2016-059-00-00-SGS HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-“Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes”"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday Month 00, 2016.**

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-2016-059-00-00-SGS-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-”Printing and Mailing of 2016 & 2017 Tax Statements 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 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 TAX ASSESSOR/COLLECTOR OFFICE-
”Printing and Mailing of 2016 & 2017 Tax Statements 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:

Hidalgo County Auditor’s Office
Ray Eufrazio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	Month 00, 2016
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Award of Contract	_____ 2016
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Commence Work or Deliver Products	_____, 2016
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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, 2016, 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.

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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance

with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (i.e. 2016-000), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in this packet as EXHIBIT "D-2". This is to inform all prospective Vendors of the new statute (HB23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY.

Should you have any questions regarding HB23, (Form CIS) please direct yourself and/or consult with your Legal Counsel.

22. 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. Successful bidder shall warrant that all items/services shall conform to 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.
30. 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.
31. 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.
32. Respondents must provide **all** documentation requested with this Request for Bid in their response (except for CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the Bid as nonconforming.

Bid
For

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
“Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes”

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: _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-059-00-00

THIS CONTRACT is made and entered into this ___ day of _____, **2016**
by and between the **County of Hidalgo, Texas** ("County") and _____
("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes"** (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within

Hidalgo County following a request for Services by **Hidalgo County Tax Assessor and Collector**. 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. Further Hidalgo County reserves the right to request the Services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of this Contract.

3. The term of this Contract is from the period commencing, **June 30, 2016** to **March 31, 2018** for the "Printing of the 2016 and 2018 Tax Statements". Upon receipt of data tapes or FTP files from Tax Assessor/Collector for each year, Company shall print and deliver to the Hidalgo County Tax Office the printed Tax Statements within a period of two (2) weeks. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less timeframe may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector. County also 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 of award for the next term and contingent upon cost remaining unchanged.

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 Services 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: County of Hidalgo
Attn: County Judge
302 West 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

17. **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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____day of _____, 2016.

Approved by Commissioner's Court: _____, 2016.

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

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST: By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID PRICE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approve--Draft Agreeemnt#C-16-059-00-00-Printing&Mailing of 2016-2017 Tax Stmts & Envelopes-Tax Office**From :** Steve Crain <scrain@atlashall.com>

Tue, Mar 08, 2016 07:39 AM

Subject : RE: Review & Approve--Draft Agreeemnt#C-16-059-00-00-Printing&Mailing of 2016-2017 Tax Stmts & Envelopes-Tax Office

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Monday, March 07, 2016 3:57 PM**To:** Steve Crain <scrain@atlashall.com>**Cc:** Marynel Trevino <mntrevino@atlashall.com>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>; Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>**Subject:** Re: Review & Approve--Draft Agreeemnt#C-16-059-00-00-Printing&Mailing of 2016-2017 Tax Stmts & Envelopes-Tax Office

Good afternoon, Mr. Crain-

Please review and approve as to form "**draft**" agreement (attached hereto) for the: "**Printing & Mailing of 2016-2017 Tax Statements & Envelopes**" for the **Hidalgo County Tax Office** for the purposes of the **(procurement process)**.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager*Hidalgo County Purchasing Department**2812 South Business Highway 281**Edinburg, Texas 78539**P(956) 318-2626 F(956) 318-2629**Email: leticia.saenz@co.hidalgo.tx.us*

😊...DON'T WORRY...BE HAPPY...😊

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