



MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539 ★ TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Hidalgo County Department Heads

From: Sandra Montalvo
Purchasing Dept., Buyer II

Date: August 31, 2016

Re: **RFB No. 2016-240-00-00-SMA Approval of Specifications/Requirements for "Hidalgo County-PRINTING SERVICES & RELATED SUPPLIES"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 61100 41206 002 001 0XXX

Joel Espinoza 9-2-16
AUTHORIZED SIGNATURE DATE

JOEL ESPINOZA 93rd District Court
PRINTED NAME PRECINCT/DEPARTMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no later than **FRIDAY, September 9, 2016 by 2:00P.M.**



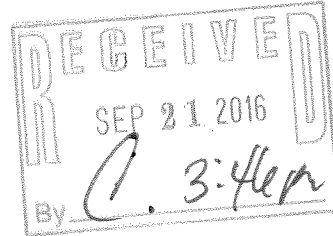
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To: Hidalgo County Department Heads

From: Sandra Montalvo *SM*
Purchasing Dept., Buyer II

Date: *Sept 1*
~~August 31~~, 2016



Re: RFB No. 2016-240-00-00-SMA Approval of Specifications/Requirements for "Hidalgo County-*PRINTING SERVICES & RELATED SUPPLIES*"

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

FUNDS AVAILABILITY: Yes No Other specify _____
 BUDGET ACCOUNT#: *6-2201-415-00-115-009-0-XXX* *6-2202-419-50-115-065-0-XXX*
6-1100-415-14-115-001-0-XXX

[Signature] _____ *9/21/16*
 AUTHORIZED SIGNATURE DATE
Sergio Cruz _____ *DBM*
 PRINTED NAME PRECINCT/DEPARTMENT

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| APPROVED WITH MODIFICATIONS <input type="checkbox"/> | |

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: *6-1100-414-00-130-001-0-550*

Wonne Raymon

AUTHORIZED SIGNATURE

9/26/16

DATE

Wonne Raymon

PRINTED NAME

Elections Department

PRECINCT/DEPARTMENT

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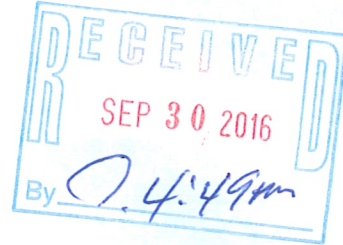


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| APPROVED WITH MODIFICATIONS <input type="checkbox"/> | |

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 6-1100-441-00-340-001-0-550

9/9/16

AUTHORIZED SIGNATURE

DATE

Eduardo Olvarcz

Health

PRINTED NAME

PRECINCT/DEPARTMENT

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| APPROVED WITH MODIFICATIONS <input type="checkbox"/> | |

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: *6-1200-431-00-124-005-0-550*

Maria D. Lucio

9-20-16

AUTHORIZED SIGNATURE

DATE

Maria D. Lucio

PCT 4

PRINTED NAME

PRECINCT/DEPARTMENT

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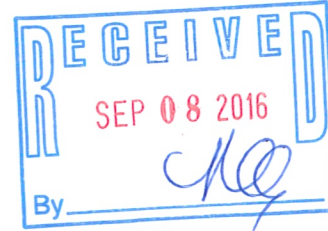
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| APPROVED WITH MODIFICATIONS <input type="checkbox"/> | |

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 6-1100-412-00-025-001-0-550

Jocanna G. Guerra - Court Coordinator

9-8-16

AUTHORIZED SIGNATURE

DATE

Jocanna G. Guerra

County Court at Law No. 5

PRINTED NAME

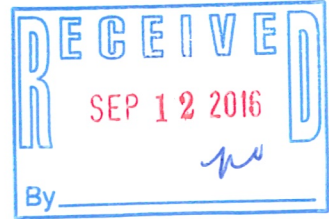
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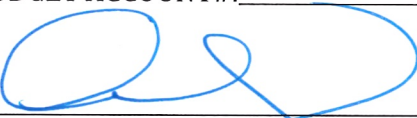
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| APPROVED WITH MODIFICATIONS | <input checked="" type="checkbox"/> |

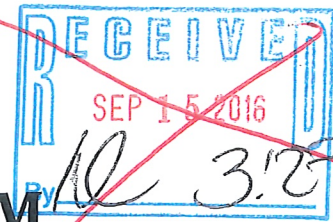
FUNDS AVAILABILITY: Yes ___ No ___ Other specify _____

BUDGET ACCOUNT#: _____


 AUTHORIZED SIGNATURE _____ DATE 9/9/16

Annette C. Muñoz
 PRINTED NAME _____ PRECINCT/DEPARTMENT County Clerk's Office

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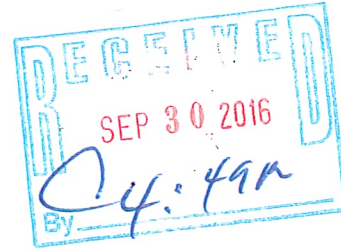
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| APPROVE <input type="checkbox"/> | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> | <i>ATTACHED</i> |

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: *1100-415-16-150-001-0-550*

Norma G. Garcia

09/13/16

AUTHORIZED SIGNATURE

DATE

Norma G. Garcia

HIDALGO Co. TREASURER'S OFFICE

PRINTED NAME

PRECINCT/DEPARTMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no later than **FRIDAY, September 9, 2016 by 2:00P.M.**

| | | |
|---------------------------|-------------------------|----------------------------------|
| Bid No:2016-240-00-00-SMA | Buyer : Sandra Montalvo | Tel. No: (956) 318-2626 ext 4865 |
|---------------------------|-------------------------|----------------------------------|

REQUEST FOR BIDS

HIDALGO COUNTY

“Printing Services and Related Supplies”

BID OPENING DATE: November 00, 2016 @ 9:30A.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



Form HCPD-03

- 1) Sealed bids will be received for [Hidalgo County-"Printing Services and Related Supplies"](#) 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 and or/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 No.:2016-240-11-00-SMA-Hidalgo County-"Printing Services and Related Supplies"](#) "and at 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, November 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 [RFB No.:2016-240-11-00-SMA-Hidalgo County-"Printing Services and Related Supplies"](#)**

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids 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) **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**
- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
 - Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
 - At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
 - Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date. The County reserves the right to pick up orders during emergency situations.

If you need additional information, contact information will be provided upon contract award

16) **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - 1) Name and address of successful bidder
 - 2) Name and address of receiving department or official

- 3) Purchase Order Number (if any)
- 4) Notation- Hidalgo County-Printing Services and Related Supplies
- 5) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- 6) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

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

17) **SCHEDULE OF EVENTS**

| | |
|-----------------------------------|--------------------------|
| Bid Opening, 9:30 A.M. | <u>November 00, 2016</u> |
| Award of Contract | _____, 2016 |
| Commence Work or Deliver Products | _____, 2016 |

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (IF APPLICABLE):**

- 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. **Register at SAMs System for Award Management @ www.sam.gov.**
- 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.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

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 Form CIQ must be submitted 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 RESPONDENT.

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. (2016-240), 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 via email to: sandra.montalvo@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:

http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.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.

- 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 the County.
- 23) Bids, and all goods and services provided hereunder, 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 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.
- 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.

Bid
for
Hidalgo County
“Printing Services and Related Supplies”

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal 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"
Specifications/Requirements
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO.: 2016-240-00-00-SMA

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".

The intent for this Invitation for bid is to obtain a qualified printing firm to provide, in the ESTIMATED quantities indicated, the annual printing requirements for the County as contained herein.

Quantities on the pricing pages depict the County's estimated annual requirements. **These quantities WILL NOT be ordered at one time.** Orders will be placed by individual departments on an "as needed" basis, in small quantities i.e., one (1) to three (3) boxes per order) throughout the year.

SPECIFICATIONS/REQUIREMENTS:

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.

1. All deliveries are to be made to Hidalgo County's specified department, during regular working days, Monday through Friday, between the hours of 8:00 am and 5:00 pm, unless otherwise requested by the County department.
2. Successful bidder will be required to notify the requesting department in the event of unforeseen delay arising in the delivery of a specified shipment. Delivery locations will be stated on each purchase order. If the vendor chooses to third party delivery, it must be stated under the method of delivery.
3. Order will be placed by various County departments on an "as needed" basis. Hidalgo County is not obligated to any minimum or maximum quantities.
4. **SAMPLES/DEMOS/PROOFS:**
Upon request, 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 Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.
5. **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.
6. **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 routine County business.

EXHIBIT "A"
Specifications/Requirements
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO.: 2016-240-00-00-SMA

7. 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.

8. 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 specifications/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 that is interested to assess the forms before submitting a bid may do so by requesting an appointment via e-mail to: sandra.montalvo@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.

9. PAPER STOCK:

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

10. 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.

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**
- If the vendor chooses to transport by a third party delivery, it must be stated under the method of delivery on Exhibit B.
- 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.
- BID PAGE-Vendor **must** fill in each section of the Bid Page (Exhibit "B") if applicable, for **not applicable INDICATE N/A** on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the samples as much as possible.

EXHIBIT "A"
Specifications/Requirements
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO.: 2016-240-00-00-SMA

HIDALGO COUNTY DEPARTMENT'S

The following departments listed below are to be considered minimum. Hidalgo County reserves the right to add or delete number of departments as necessary and vendor agrees to comply with such requests.

Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of these items that meet their specifications herein and those departments may possibly make modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.

| HIDALGO COUNTY DEPARTMENTS | |
|-----------------------------------|---|
| 1. | 93RD Judicial District Court |
| 2. | 449TH Judicial District Court |
| 3. | Budget/Public Affairs/Worker's Comp/Employee Benefits |
| 4. | Commissioner Precinct 4 |
| 5. | County Clerk's Office |
| 6. | County Court At Law #5 (Judge Arnold Cantu) |
| 7. | District Clerk's Office |
| 8. | Election Dept |
| 9. | Human & Human Services |
| 10. | Purchasing Dept. |
| 11. | Treasurer's Office |

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.
- 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

EXHIBIT "A"
Specifications/Requirements
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO.: 2016-240-00-00-SMA

its best interest to do so.

- 7) Insurance requirements for this project to be maintained throughout 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 if 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.

ADDITIONAL INFORMATION:

All cost and expenses associated with the preparation and submission of sealed bid (RFB) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

RFB QUESTIONS:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **Attn: Sandra Montalvo AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN WEDNESDAY, November 00, 2016 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN FRIDAY, November 00, 2016 AT 5:00 P.M.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO: 2016-240-00-00-SMA

METHOD OF DELIVERY:
 F.O.B. INSIDE DELIVERY _____ THIRD PARTY DELIVERY _____

A) 93RD JUDICIAL DISTRICT COURT

| DESCRIPTION | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|--|---------------|------------|-------------|
| 1. | BUSINESS CARDS 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; card stock 25% cotton off white | 500 per box | | |
| 2. | CERTIFICATE-(AWARD) Award/Certificate 8x11 ½ Gold border with Blk Letters | 2,500 | | |
| 3. | ENVELOPES with Cty Logo in Gold & Dept Info. In Blue SIZE 9 ½ X 4 1/8 , 25% cotton- off white | 2,500 | | |
| 4. | LETTERHEAD PAPER 8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark ,25% cotton off white | 2,500 | | |
| 5. | ORDER OF COMMITMENT Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1st page is front/ back the other two only front Cty Logo in the bottom | 2,500 | | |
| 6. | ORDER OF RELEASE Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom | 2,500 | | |

B) BUDGET and MANAGEMENT

Worker's Comp/Employee's Benefit

| Description | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|---|---------------|------------|-------------|
| 1. | BUSINESS CARDS w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 | 2,000 | | |
| 2. | DOOR NAME PLATES 2 x 10 desk/door name plates brown with white letters | 10 | | |
| 3. | ENVELOPES-no window SIZE: 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink | 4,000 | | |
| 4. | RECEIPT BOOKS-INSURANCE 9.5"X3.5" white, canary, pink, book 50s. numbered; 20 books | 20 bks per yr | | |

C) PRECINCT NO. 4
COMMISSIONER JOSEPH PALACIOS

| Description | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|--|---------------|------------|-------------|
| 1. | BUSINESS CARDS Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed) for about 10 employees | 2,000 | | |
| 2. | ENVELOPES-no window White, size 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat) | 2,000 | | |
| 3. | LETTERHEAD 8.5 x 11 White- with Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton | 2,000 | | |
| 4. | POLYPROPYLENE STICKERS with face adhesive 3" x 3" | 10,000 (A) | | |
| | | 10,000(B) | | |

D) COUNTY COURT NO. 5

JUDGE ARNOLDO CANTU

| Description | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|---|---------------|------------|-------------|
| 1. | BUSINESS CARDS with Cty Logo in Gold & Dept Info. In Blue size: 3 ½ x 2 | 2,500 | | |
| 2. | ENVELOPES-no window SIZE: 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue | 3,500 | | |
| 3. | LETTERHEAD 8.5 x 11 w Cty Logo in Gold & Dept Info. In Blue | 500 | | |

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO: 2016-240-00-00-SMA

E) COUNTY CLERKS OFFICE

| Description | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|--|---------------|------------|-------------|
| 1. | CERTIFIED MARRIAGE LICENSE Certified Marriage License are numbered -Legal Size : | 1,000 | | |
| 2. | CERTIFIED MARRIAGE LICENSE White color paper with red numbers (Front Only) | 1,000 | | |
| 3. | CERTIFIED MARRIAGE LICENSE Archival & Correct Off White color with red numbers (Front & Back Side), includes Notorial Seal | 1,000 | | |
| 4. | ENVELOPES- Custom Design, Printed one side, All White crushed marble stock, all envelopes Finished Sizes: 4"x9.5" closed after printing, Folded and glued BIRTH/ MARRIAGE in gold ink DEATH CERTIFICATE Envelopes- in gold ink HONORABLE DISCHARGE Envelopes are in Blue ink | 3,000-6,000 | | |
| 5. | ENVELOPES- BOOKLET 9½" x 12" Booklet Envelopes, 28# White Stock, With or without peel and stick feature, Printed two (2) color, Special Window | 3,000-6,000 | | |
| 6. | MARRIAGE LICENSE- without Notorial Seals Printed-4/1 color, 32# Custom Ledger that is archival & correct off white color for Marriage License, Legal Size Paper | 1,000 | | |
| 7. | MARRIAGE LICENSE-with Notorial seals Printed-4/1 color, 32# Custom Ledger that is archival & correct off white color for Marriage License, Legal Size Paper | 1,000 | | |

F) ELECTION DEPT.

| Description | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|--|---------------|------------|-------------|
| 1. | BUSINESS CARDS w Cty Logo in Gold & Dept Info. In Blk 3 ½ x #80 cover | 500 per box | | |
| 2. | ENVELOPES –NO WINDOW 4- 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk, #20 cotton | 500 per box | | |
| 3. | ENVELOPES –WITH WINDOW 4- 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk, #20 cotton | 500 per box | | |
| 4. | LETTERHEAD 8.5 x 11 w Cty Logo in Gold & Dept Info. In Blk #20 cotton | 500 per box | | |

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO: 2016-240-00-00-SMA

| G) HEALTH and HUMAN SERVICES | | | | | |
|-------------------------------------|--|--|----------------------|-------------------|--------------------|
| Description | | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
| 1. | BLUE APPT CARD | Appointment card , size: 5"X 3" blue index card single sided print-black ink, | 1,000 year | | |
| 2. | BOOKS - RECEIPT FOOD ESTABLISHMENTS | 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 | | |
| 3. | BOOKS--RECEIPTS OSSF | Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " - 3 parts 50 sets to a book in sequence perforated | 5,000 | | |
| 4. | CERTIFICATE | Certificate to return to Work/School/Other – HCHSD 10069 – 2-Part (White-Yellow) Top Glue – Black Ink | 500 year | | |
| 5. | ENVELOPES-with window | Size: 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. Blue | 5,000 | | |
| 6. | FAMILY PLANNING APPT CARD | Family Planning Appointment Card size: 3 1/2"x4" - White Stock – Double Sided Print-Black Ink | 2,000 year | | |
| 7. | FORM- DO YOU NEED A TEMPORARTY FOOD EVENT PERMIT? | SIZE: 8 1/2 x 11 letter copy paper 20 lb 1-Page- black ink-"Do you need a Temporary Food Event Permit" | 5,000 | | |
| 8. | FORM-APPLICATION OSSF | Application for On-Site Sewerage Facility-2-Part NCR (Wh-Yw) Top Glue | 5,000 | | |
| 9. | FORM-APPLICATION TEMP FOOD | Temporary Food Establishment Permit Request 8 1/2 x 11 letter in blk | 5,000 | | |
| 10. | FORM- ENVIRONMENTAL COMPLAINT | Environmental & Consumer Health Protection Complaint Form 8 1/2 x 11 letter in blk | 5,000 | | |
| 11. | FORM-HEALTH INSURANCE CLAIM | CMS 1500 NCR 2 part for computer (front and back)continuous feed red ink double sided print | 5,000 | | |
| 12. | FORM-INSPECTION DAY CARE | Sanitary Inspection Form 3 part (white, yellow and pink) 8 1/2 x 11 letter in blk | 5,000 | | |
| 13. | FORM-INSPECTION FARM WORKERS | Investigation Report Occupational Health Regulation #2-B 4 part (white, yellow, pink & orange) 8 1/2 x 11 letter in blk | 5,000 | | |
| 14. | FORM-INSPECTION FOOD SERVICES ESTABLISHMENT | Food Service Establishment..-3-Part NCR (Wh-Yw-Pk) double-sided print-top glue | 5,000 | | |
| 15. | FORM-INSPECTION FOSTER HOME | Foster Home Inspection Report 3 part (white, yellow and pink) 8 1/2 x 11 letter in blk | 5,000 | | |
| 16. | FORM-OSSF AUTHORIZATION TO CONSTRUCT | Authorization to Construct....2-Part NCR (Wh-Yw) Top Glue Black Ink | 5,000 | | |
| 17. | FORM-OSSF CHECKLIST | On-site Wastewater Systems Checklist 2 part (white & yellow) 8 1/2 x 11 letter in blk | 5,000 | | |
| 18. | FORM-OSSF INSPECTION | On-Site Sewerage Inspection Report-3-Part NCR (Wh-YW-PK)-Top Glue | 5,000 | | |
| 19. | FORM-OSSF LICENSE TO OPERATE | License to Operate OSSF form 8 1/2 x 11 letter in blk | 5,000 | | |
| 20. | FORM-OSSF OBTAIN PERMIT | 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 | | |
| 21. | FORM-OSSF SOIL EVALUATION | Soil Evaluation Report Info. 1 Page-DOUBLE SIDED Print - BLUE INK | 5,000 | | |
| 22. | FORM-OSSF TECHNICAL REPORT | On-Site Sewage Facility-Technical Info..2-Part NCR (Wh-Yw) Top Glue | 5,000 | | |
| 23. | L-37 | Size: 9"x5" Index Card Form L-37 | 2,000 year | | |
| 24. | LABELS | Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk, size: 4" x3" | 5,000 | | |

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO: 2016-240-00-00-SMA

| | | | | | |
|-----|----------------------------------|---|------------|--|--|
| 25. | LETTERHEAD | SIZE: 8.5 x 11 with Cty Logo in Gold & Dept Info. In Blue | 5,000 | | |
| 26. | LTBI TREATMENT CARD | Preventive treatment cards blue, black letters, size; 3 ½ " x 6" (ENGLISH & SPANISH) | 100 year | | |
| 27. | <i>PRENATAL WEIGHT GAIN GRID</i> | Prenatal Weight Gain Grid-White 20lb. Paper-Multi Color Form | 2,000 year | | |
| 28. | RECORD CARD | TB skin test record-double sided print-white stock, size: 5"x 3" index card - black ink | 1,000 year | | |
| 29. | STOP TB FLYER | Stop TB /Alto a la tuberculosis -Multi Color Flyer - Gloss Paper 2 Pages (English & Spanish) | 1,000 year | | |
| 30. | TB 340 | TB Program Evaluation -TB 340 4-part NCR-Side Glue-Landscape Print | 50 year | | |
| 31. | TB 341 | TB Program Evaluation -TB 341—4part NCR-Side Glue-Landscape Print | 50 year | | |
| 32. | TB 400A | TB Report of Case & Patient Service -TB 400A-3Part Top Glue | 1,000 year | | |
| 33. | TB CASES TREATMENT CARD | Treatment record double sided print-6"X3 ½ " yellow stock card (ENGLISH & SPANISH) | 50 year | | |
| 34. | TB GET THE FACTS BROCHURES | TB Get the Facts/La Tuberculosis-(English/Spanish) Blue & Black Ink - Tri-Fold-Gloss Paper - Double Sided Print; SIZE: 8 ½ X 11 | 1,000 year | | |
| 35. | TB-400B | Report of TB Case & Patient Service TB-400B-3-Part Top Glue; (white-yellow -pink) top glue | 1,000 year | | |
| 36. | <i>To Whom It May Concern</i> | To Whom It May Concern HCHSD 20083 - 2-Part (White-Yellow) Top Glue | 500 year | | |
| 37. | WHITE APPT CARD | Patient Has an Appt.. Card SIZE: 5"X 3 ¼"- Double Sided Print-black ink, white stock card | 1,000 year | | |

H) PURCHASING DEPT.

| Description | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|--|---------------|------------|-------------|
| 1. | BUSINESS CARDS w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2 card stock linen | 1,000 | | |
| 2. | ENVELOPES- no window Size: 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue | 10,000 | | |
| 3. | LETTERHEAD 8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs | 10,000 | | |
| 4. | STANDARD TERMS & CONDITIONS FORMS -for Purchase Orders SIZE: 8.5 x11 Heavyweight printing paper inkjet paper 28lbs | 10,000 | | |

I) TREASURER'S OFFICE DEPT.

| Description | | Estimated Qty | UNIT PRICE | TOTAL PRICE |
|-------------|--|---------------|------------|-------------|
| 1. | CHECKS-blank 14" E-Z fold blank cheds stock with control number (RED) on back. Standard descending order (LARGE # on top small# on bottom-check facing up) to include VOID PANTOGRAHP warning band, micro printing #28, laser stock green pantograph | 20,000 | | |
| 2. | DEPOSIT TICKET Booked deposit slips, 3ply NCR (NO CARBON REQUIRED) WHITE-originals, YELLOW- copy, PINK-copy, MICR encoding all 3 ply's. 50- 3 ply sets per book 34/10" x 95/8" | 20 bks per yr | | |

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Printing Services & Related Supplies"
BID NO: 2016-240-00-00-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

DRAFT


Zimbra

sandra.montalvo@co.hidalgo.tx.us

Fwd: Draft Contract Review

From : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Thu, Sep 22, 2016 01:19 PM

Subject : Fwd: Draft Contract Review 1 attachment**To** : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Sandra,

See below legal approval on draft contract related to Printing & Related Supplies

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

From: "Steve Crain" <scrain@atlashall.com>**To**: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>**Sent**: Thursday, September 22, 2016 11:22:20 AM**Subject**: RE: Draft Contract Review

The draft contract is OK.

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]**Sent**: Thursday, September 22, 2016 10:11 AM**To**: scrain@atlashall.com**Cc**: Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>**Subject**: Draft Contract Review

Good Morning Mr. Crain,

Attached for your review & approval you will find a draft contract for Printing Services. We are in the process of requesting authority to advertise and require the approval of the draft contract for Commissioners' Court.

Should you have any questions related to this matter, do not hesitate to contact me.

Thank you in advance.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

 **Draft Contract-Legal.docx**
26 KB

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 six (6) months effective _____, **2017** and ending on **June 14, 2017**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) year term 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
304 W. University Drive
Edinburg, Texas 78539**

If to Company: _____, Texas 78550

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).

19. **Immunities:** Nothing in this Agreement 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 stated 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.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

COMPANY: _____
By: _____
Title: _____

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: _____

**EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**

DRAFT

**EXHIBIT “B”
VENDOR’S BID**

DRAFT

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

DRAFT

EXHIBIT “D”

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