



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 14, 2017

Information Management Solutions, LLC
Attn: Thomas Kelly Dowe, Vice President
2416 Brockton St., Suite 105
San Antonio, Texas 78217
P (210) 279-0181

via email: kelly@totalims.com

Re: HB Form 1295 Required/Renewal/Extension Notice
C-16-236-08-23-Printing and Mailing of Post Cards Warrants-Hidalgo County

Dear Mr. Dowe:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Information Management Solutions, LLC**, for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §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. In accordance with these requirements for the type of contract being considered, a 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.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

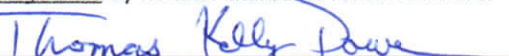
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **CONTRACT No. E-17-210-00-00**. 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 by the deadline stated below.

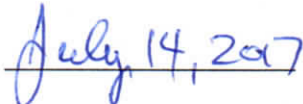
In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on July 25, 2017**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us **by no later than Wednesday, July 19, 2017**. 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.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: rocio.villarreal@co.hidalgo.tx.us by no later than date reflected above.

By:


Thomas Kelly Dowe, Vice President

Date:



Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/rv
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-236969

Date Filed:
07/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Information Management Solutions, L.L.C.
San Antonio, Texas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-17-210-00-00
Printing and Mailing Post Cards Warrants- Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Thomas Kelly Dowe
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Thomas Kelly Dowe this the 14 day of July, 2017, to certify which, witness my hand and seal of office.

Norma Piche
Signature of officer administering oath

Norma Piche
Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2017-236969

Date Filed:
 07/14/2017

Date Acknowledged:
 07/17/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Information Management Solutions, L.L.C.
 San Antonio, Texas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-17-210-00-00
 Printing and Mailing Post Cards Warrants- Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

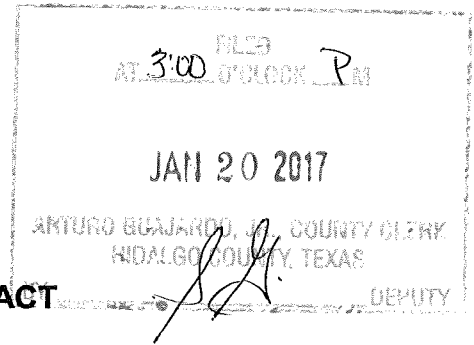
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



FIRST AMENDMENT TO SERVICE CONTRACT

This First Amendment to Service Contract for "Printing & Mailing of Post Cards" is made this 10th day of January, 2017 by and between County of Hidalgo, Texas ("County") and Information Management & Solutions, Inc. ("Company").

WHEREAS, Company and County entered into a Contract dated August 23, 2016, in which Company agreed to provide certain services for the purpose of "Printing & Mailing of Post Cards" for County (the "Contract");

WHEREAS, in order for County to have an accounting of Company's use of County's mailing permit, the parties desire to amend the Contract; and

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Immediately before the last sentence of numbered paragraph 2 of the Contract, the following shall be inserted;

In connection with Company performing the Services, County's IT Department (the "Department") shall be responsible for preparing and sending out batch(es) of postcards to Company for printing. The Department shall assign a batch number to each batch of postcards sent to Company. Company shall then send to Department, for approval, a "SAMPLES" file containing all postcards for each particular batch. Upon receipt of approval from Department Company shall request in writing from Department approval to utilize County's mailing permit. After approval from Department is issued to Company, in writing, Company will utilize County's mailing permit to "stamp" the postcards in such batch and deliver such batch of postcards to USPS for mailing.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as the day and year first written above.

COUNTY OF HIDALGO

ATTEST:

By: *Arturo Guajardo, Jr.*
Arturo Guajardo, Jr., County Clerk

By: *Ramon Garcia*
Ramon Garcia, County Judge



INFORMATION MANAGEMENT SOLUTIONS, LLC

By: *T. Kelly Pove*
Title: *Vice President 4/25/2017*

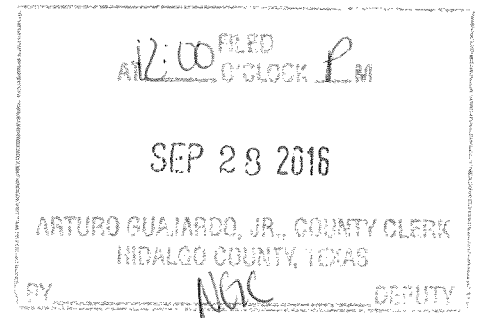
APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: *SLC*
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: *1/10/17 jmb*

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



SERVICE CONTRACT
C-16-236-08-23

THIS CONTRACT is made and entered into this 23rd day of August, 2016 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Information Management Solutions, LLC ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of Post Cards**" (**warrants and/or reminders**) for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibit "A" (the "RFB") and Company's bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes the "Bid Page"; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the 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 agrees 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

TKD

Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County**. 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. This Contract shall be for a period of **one (1) year**, commencing on **August 23, 2016** and expiring on **August 22, 2017** and may be extended at the sole discretion of the County for an additional two (2) one (1) year periods under the same rates, terms and conditions. County also reserves the right to continue this sealed 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

TRD

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:

TKD

If to County: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Company: Information Management Solutions, LLC
Attn: Thomas Kelly Dowe, Vice President
2416 Brockton, Suite 105
San Antonio, Texas 78217

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 Hidalgo 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 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).

18. Entire Agreement. This Contract contains the entire contract between the
Information Management Solutions, LLC
Printing & Mailing of Post Cards

C-16-236-08-23

TKD

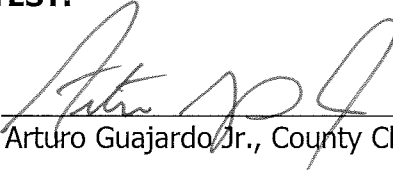
parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed 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 19 day of September, 2016.

COUNTY OF HIDALGO

ATTEST:

By: 
Arturo Guajardo Jr., County Clerk

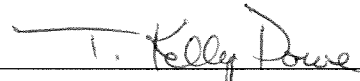
By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/23/16



COMPANY:

**Information Management Solution,
LLC**

By: 
Printed Name: Thomas Kelly Dowe
Title: Vice President

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

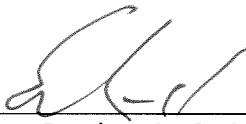
By: 
Stephen L. Crain

EXHIBIT "A"

Request for Bid (RFB) Procurement Packet



**Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612**

July 17, 2016

Bidder's name

Address

City

State, Zip Code

Re: *Hidalgo County*

REQUEST FOR BIDS: "PRINTING and MAILING of POST CARDS (warrants and/or reminders)"

RFB No.: 2016-236-07-27-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

We have updated RFB packet. Carefully read and review all instructions, requirements, specifications and/or scope of work in this packet. Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

TKD



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BID (RFB)
TABLE OF CONTENTS

Hidalgo County
"Printing and Mailing of Post Cards (warrants and/or reminders)
BID NO.:2016-236-07-27-SMA

Item No.	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements and Sample Post Cards	4
4.	Exhibit A-1, References	1
5.	Exhibit B, Bid Page	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	2
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Service Contract	9

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar
Martha L. Salazar, CPPB, Purchasing Agent

July 12, 2016
Date

TTP

43

LEGAL NOTICE

REQUEST FOR BIDS (RFB)

Hidalgo County

*“Printing and Mailing of Post Cards”
(warrants and/or reminders)*

BID NO.:2016-236-07-27-SMA

TAD

Bid No: 2016-236-07-27-SMA

Buyer : Sandra Montalvo

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

***“Printing and Mailing of Post Cards
(warrants and/or reminders)”***

BID OPENING DATE: July 27, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

TKP

- 1) Sealed bids will be received for Hidalgo County- "Printing and Mailing of Post Cards (warrants and/or reminders) 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.: 2016-236-07-27-SMA- Hidalgo County- "Printing and Mailing of Post Cards (warrants and/or reminders) 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, July 27, 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.: 2016-236-07-27-SMA- Hidalgo County- "Printing and Mailing of Post Cards (warrants and/or reminders)** 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.

TKD

- 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:
 - 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 and Mailing of Post Cards (warrants and/or reminders)*
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - 5) 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

TKD

17) **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	July 27, 2016
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.

TKD

- 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. Closner, 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. (2016-236), 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: 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 and Mailing of Post Cards
(warrants and/or reminders)

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"

& sample Post Card
SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS (RFB)

"Printing and Mailing of Post Cards"
(warrants and/or reminders)

BID NO.:2016-236-07-27-SMA

TTP

EXHIBIT A
Specifications/Requirements
Hidalgo County
"PRINTING and MAILING of POST CARDS
(warrants and/or reminders)"
RFB No.: 2016-236-07-27-SMA

SCOPE:

Hidalgo County is currently soliciting to contract a qualified vendor that meets and/or exceeds the specifications/requirements, terms and conditions for "*Printing and Mailing of Post Cards (warrants and/or reminders)*" for all postage, materials, supplies, equipment, tools, services, labor and supervision necessary to print and mass mail the warrant notification cards, as specified herein and including, but not limited to, the following: (see sample-post card)

SPECIFICATIONS and/or REQUIREMENTS:

1) PRINTING

- 1.1. Vendor will print and mail the card, with addressee and sender information according to the variables in the CSV file. (CSV file will be provided to vendor at the time of award)
- 1.2. Vendor will provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
- 1.3. Vendor will provide address verification.
- 1.4. Vendor will provide Change of Address search (Look up addressee for any change of address information) CASS certification to ensure lowest discounted postage rates possible.
- 1.5. County will provide an electronic comma separated value (CSV) file.

2) POST CARD

- 2.1. **Size: 5.5" x 8.5"; bond stock**
- 2.2. **Weight: 110 LB**
- 2.3. **Estimate Quantity: 25,000 – 50,000 a year.** Hidalgo County requests pricing for approximately 25,000 –50,000 a year post cards to be printed and mailed with barcodes and variable data as specified herein. Cards may be continuous feed or cut sheet laser printed.
- 2.4 **Color and Paper Specifications:**
 - a) The stock to be ordered will be *multicolor*. The color will vary for post cards. Vendor needs to provide paper stock options with its cost.
 - b) To meet postal requirements, the paper must be at least .007" thick and not more than .016" thick.
 - c) The language on the card will be in black ink. The backside of the card shall be in black ink. Please see attached sample.

3) POSTAGE RATE COST

- 3.1 Vendor must provide price per BULK and 1st Class postage, indicating the individual cost per post card.
 - Price per printing
 - 1st Class mail outs
 - Bulk mail outs
 - Total Price

TKD

3.2 In the event the U.S. Postal Service has a price increase after vendor has submitted their bid or after bid award, the successful vendor must write a letter to the Purchasing Department and email to rocio.villarreal@co.hidalgo.tx.us requesting a price increase. Request may only be for the increase instituted by the U.S. Postal Service. Vendor may not proceed until written approval by the Purchasing Department.

3.3 Bidder(s) commitment to print and deliver mail-outs to Hidalgo County on a monthly basis, must include the following:

- a) Must be able to sort to carrier route level.
- b) Presorts must conform to latest USPS notification.
- c) Print selected messages in English and Spanish.

4) **MASS MAILOUT INFORMATION:**

4.1 Approximately 25,000-50,000 post cards must be mailed no later than observation containing only the information necessary to complete the mailing. Each record will be a fixed length and exported to the CSV file. File may also be transferred to vendor via FTP.

4.2 The zip code information provided by the Information Technology Department office is not a zip+4.

4.3 Vendor shall print barcodes of the card number and notice number on the face of the card in a 3-of-9 barcode font.

4.4 Data will be provided on CSV file. Vendor shall pick up and return the data at Hidalgo County Information Technology, 100 E. Cano, Edinburg, Texas. Information provided on the CSV file shall be utilized for NO other purpose than to produce documents required herein.

4.5 Samples and/or proofs must be made available to Hidalgo County Information Technology department from the test data within ten (10) days from receipt of data and must be approved in writing by Hidalgo County prior to actual printing. Corrected printing proof to be picked up by vendor no later than three (3) days after receipt of original proof.

4.6 Upon request, Vendor shall provide the Hidalgo County Information Technology Department with records of mailing by batch and date, including logs, or receipts provided by the USPS.

5) **TERMS AND CONDITIONS**

5.1 The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

5.2 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

5.3 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.

5.4 Hidalgo County reserves the right to award this contract on an "all or nothing basis".

5.5 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.

5.6 Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

5.7 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.

5.8 All bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include client name, contact person and telephone number. (see Exhibit A-1-References)

6) ADDITIONAL INFORMATION:

6.1 Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, TX. 78539

6.2 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.

6.3 **ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Monday, July 18, 2016 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than WEDNESDAY, JULY 20, 2016 by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.**

TKD

Sample POST CARDS (FRONT)

→ JUSTICE COURT x.x
STREET ADDRESS
CITY, ST, ZIP
(956) 292-7629



SCOFFLAW PROGRAM OFFICIAL NOTICE: Our records indicate you missed your court date! Unless your payment of the fine amount is received at once you will be charged with a "FAILURE TO APPEAR" and a

WARRANT
FOR YOUR ARREST WILL BE ISSUED!

Failure to pay your outstanding citations will result in physical arrest at your home or work, In addition your motor vehicle registration and driver licence renewal will be denied & additional fees will be incurred.

→ Pay online at <http://pay.hidalgocounty.us> or visit the Justice of the Peace immediately at the address listed above. Please bring this card with you.

Notificacion oficial : Usted no se presento a corte el día de su caso. Si usted no paga su multa de Inmediato, será acusado con la ofensa "FALTA DE COMPARENCIA" y una **ORDEN DE ARRESTO** será emitida con su nombre:

BACK



FIRST NAME, LAST NAME
CONSTABLE, PRECINCT X
HIDALGO COUNTY, TEXAS

STREET ADDRESS
CITY, STATE, ZIP
(956) 292-7629

PRE WARRANT NOTICE

Sorry we missed you, we will see you soon!



PAY ONLINE:
pay.hidalgocounty.us

RECEIVERS NAME
ADDRESS
CITY, ST ZIP

TKD

EXHIBIT "A-1"

REFERENCES

HIDALGO COUNTY

**"PRINTING AND MAILING OF POST CARDS
(warrants and/or reminders)"**

BID NO. 2016-236-07-27-SMA

References: List three (3) major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Vendor # 1

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

TRP

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS (RFB)

"Printing and Mailing of Post Cards"
(warrants and/or reminders)

BID NO.:2016-236-07-27-SMA

TKP

EXHIBIT B
Bid Page
Hidalgo County
"PRINTING and MAILING of POST CARDS
(warrants and/or reminders)"
RFB No.: 2016-236-07-27-SMA

<i>Price For Printing</i>	<i>Postage</i>		<i>Total Price</i>
Estimated Quantity - 25,000-50,000 (per year) 5.5" x 8.5", bond stock - Weight: 110 lb Thickness- .007" – no more than .016" Black Ink	Postage is a pass through charge and is not marked up		
	1 st Class (per post card)	Bulk (per post card)	
\$ _____ cards	5 digit	\$ _____	
	3 digits	\$ _____	

FOR INTERNAL USE ONLY
 COMMODITY CODE 966-Print on demand Printing Services(include print and distribute services ; 963-57-Postage related purchases, including postage stamps, pre-sort 1st Class Inscriptions, Postage by phone for Meter, etc

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

Bidder(s) commitment to print and deliver mail-out POST CARDS ON A MONTHLY BASIS

YES	
NO	

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:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

TKP

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS (RFB)

"Printing and Mailing of Post Cards"
(warrants and/or reminders)

BID NO.:2016-236-07-27-SMA

TKD

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

TICD

EXHIBIT "C"

Insurance Requirements

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMPI/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$
C	GARAGE LIABILITY				AUTO ONLY \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

TKD

EXHIBIT "C"
Insurance Requirements
Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____
- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

NOTICE TO BIDDER:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

TKP

EXHIBIT "C"
Insurance Requirements
PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable) _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

TKD

EXHIBIT “D”

**CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE**

REQUEST FOR BIDS (RFB)

***“Printing and Mailing of Post Cards”
(warrants and/or reminders)***

BID NO.:2016-236-07-27-SMA

TAD

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

TKD

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TRD

CERTIFICATION REGARDING
DEBARMENT

REQUEST FOR BIDS (RFB)

“Printing and Mailing of Post Cards”
(warrants and/or reminders)

BID NO.:2016-236-07-27-SMA

TID

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

TKD

EXHIBIT "B"
BID PAGE

TKD

EXHIBIT B

Bid Page

Hidalgo County

**"PRINTING and MAILING of POST CARDS
(warrants and/or reminders)"**

RFB No.: 2016-236-07-27-SMA

Price For Printing	Postage		Total Price
Estimated Quantity - 25,000-50,000 (per year) 5.5" x 8.5", bond stock - Weight: 110 lb Thickness- .007" - no more than .016" Black Ink	Postage is a pass through charge and is not marked up		
	1 st Class (per post card)		
\$ <u>0.0775</u> cards	5 digit	\$ 0.367	0.0255
	3 digits	\$ 0.274	0.0274

FOR INTERNAL USE ONLY

COMMODITY CODE 966-Print on demand Printing Services(include print and distribute services ; 963-57-Postage related purchases, including postage stamps, pre-sort 1st Class Inscriptions, Postage by phone for Meter, etc

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

None

Bidder(s) commitment to print and deliver mail-out POST CARDS ON A MONTHLY BASIS

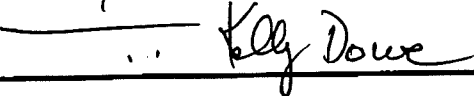
YES	<u>yes</u>
NO	

EXHIBIT "C"
CERTIFICATE OF INSURANCE

TED

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: Information Management Solutions, L.L.C.
ADDRESS: 2416 BROCKTON ST., Suite 105
CITY/STATE/ZIP CODE: SAN ANTONIO, TX 78217
CELLULAR NO: 210-279-0181
E-MAIL ADDRESS: kelly@totalims.com
AUTHORIZED SIGNATURE: 
PRINTED NAME: Thomas Kelly Dowe
TITLE: Vice President

TKD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

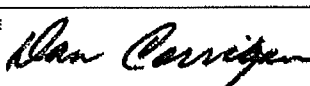
PRODUCER	INDEPENDENT INSURANCE CENTER, INC. 1739 CITADEL PLAZA SAN ANTONIO TX 78209	CONTACT NAME:	Amanda Kruiuzenga	
		PHONE (A/C, No, Ext):	(210) 821-5080 x119	FAX (A/C, No):
		E-MAIL ADDRESS:	amandak@licsa.com	
INSURED	Information Management Solutions, LLC 2416 Brockton #105 San Antonio TX 78217-	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Ohio Casualty Insurance Company	24074
		INSURER B:	Ohio Security Insurance Company	11000
		INSURER C:	Texas Mutual Insurance Company	22945
		INSURER D:	Philadelphia Indemnity Insurance Company	18058
		INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKO 56187209	06/21/2016	06/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS 56187209	06/26/2016	06/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED. RETENTIONS
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	SBP0001241688	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability: Security Event Costs; Network Security & Privacy; Employee Privacy			PHSD1170862	08/13/2016	08/13/2017	Per Loss or claim 1,000,000 Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2013 International Conventional 3HAMMAAL3EL477743.

CERTIFICATE HOLDER	CANCELLATION	AI 121039
Hidalgo County 2812 S Business Hwy 281 Edinburg TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

TKD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	INDEPENDENT INSURANCE CENTER, INC. 1739 CITADEL PLAZA SAN ANTONIO TX 78209	CONTACT NAME:	Amanda Kruezinga	
		PHONE (A/C, No, Ext):	(210) 821-5080 x119	FAX (A/C, No):
		E-MAIL ADDRESS:	amandak@iicsa.com	
INSURED	Information Management Solutions, LLC 2416 Brockton #105 San Antonio TX 78217-	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Ohio Casualty Insurance Company	24074
		INSURER B:	Ohio Security Insurance Company	11000
		INSURER C:	Texas Mutual Insurance Company	22945
		INSURER D:	Philadelphia Indemnity Insurance Company	18058
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKO 56187209	06/21/2016	06/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BAS 56187209	06/26/2016	06/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			SBP0001241688	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability: Security Event Costs; Network Security & Privacy; Employee Privacy			PHSD1170862	08/13/2016	08/13/2017	Per Loss or claim 1,000,000 Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2013 International Conventional 3HAMMAAL3EL477743.

CERTIFICATE HOLDER	CANCELLATION	AI 121039
Hidalgo County 2812 S Business Hwy 281 Edinburg TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	<i>Alan Carrigan</i>

TRD



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 12, 2016

Thomas Kelly Dowe, Vice President
Information Management Solutions, LLC
2416 Brockton, Suite 105
San Antonio, Texas 78217

Re: C-16-236-08-23-Printing and Mailing of Post Cards-Hidalgo County

Dear Mr. Dowe:

Pursuant to Hidalgo County Commissioners' Court action on, August 23, 2016, the above-referenced project was awarded to Information Management Solution, LLC.

In order to formalize the said agreement, the amendment has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

A handwritten signature in black ink, appearing to read "Rocio Villarreal", is written over the printed name.

Rocio Villarreal
Contracts Manager

August 23, 2016



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 23, 2016
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the courtroom in reciting the pledge.

3. Prayer

Mrs. Virginia Townsend led the courtroom in Prayer.

4. Approval of Consent Agenda

Court approved the consent agenda for the exception of Items.2.G., 3.C. and 11.D. to be pulled for discussion.

5. County Judge's Office:

- A. AI-55827** Proclamation Declaring September as Valley Voter Awareness Month to encourage Hidalgo County residents to register to vote for the November 8, 2016 General Election and to exercise their right to vote with a presentation by AACT NOW.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Mr. Alberto Morales, AACT NOW, encouraged the public to participate in the next election.

August 23, 2016

- B. AI-55826** Texas VINE Grant:
Discussion, consideration and approval to submit the **FY2016** Texas VINE reimbursement maintenance invoice in the amount of \$6,928.83 (Fourth Qtr.) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with the authority for County Judge to sign the required documents.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

17. Purchasing Department:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

- 1. AI-55848** Presentation of Sole Bid received from "Information Management Solutions" as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminder) "through project No.: 2016-236-07-27-SMA.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

- 2. AI-55994** Presentation of the final form of RFQ packet for the Program Manager in connection with the design and construction of a New Hidalgo County Courthouse [which includes, but is not limited to, the modifications detailed by CC at the meeting of 08-09-16 and incorporated by both Mr. Hawkins and Mr. Comiskey] so as to proceed with advertising of same unless any other changes are requested to any of the components of the packet [i.e. Qualifications, Scope of Services, Requirements, Insurances, Grading Sheets].

Commissioner Cuellar stepped away from the meeting.

Judge Garcia commented that there's still issues regarding this item. One, the certification requirements, the meaning of "local" and the insurance requirements. The judge mentioned that they agreed at a minimum of \$5 million with the option of going up to \$10 million.

From: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, September 15, 2016 9:55 AM
To: sy Green
Cc: Renan Ramirez; Marianella Canton
Subject: Re: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Good Morning Sy.

I have provided your request to our legal counsel and I have been advised that no amendment or other type action is needed at this time. The documentation provide will suffice and we are okay to proceed with the execution of the contract.

If you have any questions or concerns please feel free to contact me.

Thank you.

ROCIO VILLARREAL
 HIDALGO COUNTY PURCHASING DEPT.
 CONTRACTS MANAGER
 (956) 318-2626 Work
 (956) 292-7000 Ext. 4868 Work
 rocio.villarreal@co.hidalgo.tx.us
 2812 S. Business Hwy 281
 Edinburg, Texas 78539

From: "sy Green" <sy@totalims.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>, "Marianella Canton" <marianella.canton@co.hidalgo.tx.us>
Sent: Wednesday, September 14, 2016 2:57:33 PM
Subject: RE: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Rocio,
 Please accept this formal request to allow for changes to be made on the postage rates in accordance with the US Postal Service current rates. The current rates are attached and can be found on page 12 for First Class commercial rates and page 14 for Standard rates.

I have highlighted the qualifying rates on those pages below.

First-Class Mail						
COMMERCIAL LETTERS & CARDS						
Weight Not Over (ounces)	Automation ¹				Machinable	Nonmachinable
	5-Digit	3-Digit	AADC	Mixed AADC	Presorted ² (B3, B9, D5)	(Broken out separately on Postage Statement)
1	\$0.376	\$0.399	\$0.399	\$0.419	\$0.452	\$0.662

Standard Mail - Commercial

Standard Mail

COMMERCIAL LETTERS – CARRIER ROUTE & AUTOMATION

	Entry Discount	Carrier Route ^{1,2}				Automation ¹			
		Saturation	High Density Plus	High Density	Basic	5-Digit	3-Digit	AADC	Mixed AADC
Letters weighing	None	\$0.194	\$0.204	\$0.207	\$0.288	\$0.255	\$0.274	\$0.274	\$0.201

Thank you,
Sy Green, MDP, MDC
 Cell 210-843-0623

IMS Printing & Mailing
imsprintingandmailing.com
 210-826-4994 ext. 18
sy@totalims.com

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, September 14, 2016 2:02 PM
To: sy Green <sy@totalims.com>
Cc: Renan Ramirez <renan.ramirez@co.hidalgo.tx.us>; Marianella Canton <marianella.canton@co.hidalgo.tx.us>
Subject: Re: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Sy:

After reviewing the current agreement, Exhibit A-Paragraph 3.2, the specifications allow for changes to be made on the postage rates in accordance with the US Postal Service current rates (please see attachment). Please provide a formal request in writing including the supporting documents with US Postal Service current rates.

If you have any questions or concerns. Please contact us.

Thank you.

ROCIO VILLARREAL
 HIDALGO COUNTY PURCHASING DEPT.
 CONTRACTS MANAGER
 (956) 318-2626 Work
 (956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
 2812 S. Business Hwy 281
 Edinburg, Texas 78539

From: "Marianella Canton" <marianella.canton@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>, "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Tuesday, September 13, 2016 10:05:22 AM

Subject: Fwd: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Good Morning Rocio,

I am forwarding you the response of IMS regarding to the postage rate included in the bidding process in which they participated.

Please guide us in the steps required to be followed by the vendor or by the county to get this service.

Thank you.

Marianella Canton
Planning Analyst III
Strategic Planning Division
Hidalgo County Budget & Management Department
2818 S. Bus. 281
Edinburg, TX 78539
Phone: 956-292-7025 Ext. 5406
Fax: 956-292-7035
marianella.canton@co.hidalgo.tx.us

From: "sy Green" <sy@totalims.com>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Cc: "Marianella Canton" <marianella.canton@co.hidalgo.tx.us>, "norma" <norma@totalims.com>
Sent: Tuesday, September 13, 2016 9:52:26 AM
Subject: RE: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Hi Renan,

IMS made a mistake on the postage rate in the bid. We transposed the numbers on the rates.

If Hidalgo paid a postage deposit in advance, we could bill actual postage used instead of having to mark it up. You could also open a bulk mail permit in San Antonio and pay actual cost to the USPS.

The current First Class commercial rates can be found on page 12 of the attached Notice123.

http://pe.usps.com/text/dmm300/notice123.htm#_c096

Notice 123 - Postal Explorer - USPS.com

pe.usps.com/text/dmm300/notice123.htm ▾ United States Postal Service ▾

Price List. **Notice 123** • Effective August 28, 2016 ... References. International—Retail.

2016-236-07-27-SMA-Hidalgo Commercial

First-Class Mail

COMMERCIAL LETTERS & CARDS

Weight Not Over (ounces)	Automation ¹				Machinable	Nonmachinable
	5-Digit	3-Digit	AADC	Mixed AADC	Presorted ² (B3, B9, D5)	(Broken out separately on Postage Statement)
1	\$0.376	\$0.399	\$0.399	\$0.419	\$0.452	\$0.662
2	0.376	0.399	0.399	0.419	0.452	0.662
3	0.626	0.649	0.649	0.669	0.702	0.912
3.5	0.751	0.774	0.774	0.794	0.827 ³	1.037
Postcard ⁴	0.250	0.263	0.263	0.272	0.283	-

Sy Green
210-843-0623

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Tuesday, September 13, 2016 9:18 AM
To: norma <norma@totalims.com>
Cc: Canton, Marianella <marianella.canton@co.hidalgo.tx.us>; sy Green <sy@totalims.com>
Subject: Fwd: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Norma,

The postage rate on the quote you sent me; (5 digit) \$0.376 & (3 digit) \$0.399 and the amounts IMS bid on DO NOT MATCH.

Can you please re-quote at those amounts?

Thanks!

Renan Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Monday, September 12, 2016 11:10:33 AM
Subject: Re: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

hopefully this bid tab helps for now...

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Cc: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>, "Marianella Canton"