THE CITY OF EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, December 22, 2014**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP 2015-009
CITY MAIL SERVICES

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com.

Hand Delivered RFP'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

CITY MAIL SERVICES

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response One (1) original marked "**ORIGINAL,**" and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD
(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS
(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP
(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP
(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT
(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM
(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for CITY MAIL SERVICES as specified.

RESPONDENT'S EMPLOYEES
(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such

undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such

overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(27) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, December 22, 2014 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"CITY MAIL SERVICES". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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If using Land Courier (i.e.FedEx, UPS):	City of Edinburg

c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP . Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

(32) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

RFP 2015-009
CITY MAIL SERVICES

The City of Edinburg requests proposals from interested, highly qualified, and experienced companies to provide city mail services for the City of Edinburg. Mail services requested for the processing of City-wide mail handled by the City Secretary's Department and utility water billing for the Utility Billing Division of the Finance Department.

Interested and qualified providers who have demonstrated their ability at comparable agencies are invited to submit proposals. Proposals will be accepted until 3:00 p.m. Monday, December 22, 2014. Written responses and all supporting materials are to be submitted in one (1) original and two (2) additional responses. Based on evaluation of the proposals, proposers (all or some) may be invited to an interview process with a panel of evaluators. Submittals to the Request for Proposal should be addressed to:

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

MINIMUM SPECIFICATIONS / SCOPE OF SERVICES

BACKGROUND

The City's current mail service supplier provides services for two separate departments at the City of Edinburg. The first department is the Utility Billing Water Department which provides for the billing and collection of all utility accounts for water and sewer services. The second is for the City Secretary's Department which handles all other City-wide mail. The current mail service supplier picks up empty envelopes, puts postage on them and returns them to the Utility Billing Water Department. The City's Utility Billing Water Department then stuffs and seals the envelopes with the water bills using a fully automatic folder inserter machine. Our current mail supplier then picks up the correspondence and mails them. If the fully automated folder inserter machine is broken, the mail supplier picks up the water bills from the City, folds the water bills, seals the envelopes, and processes with the accurate postage rates. The Water Department sends out about 25,000 water bills per month. Our current mail service provider also picks up and processes all outgoing City mail from City Hall, City Secretary's Department. Regular and certified mail is picked up and processed during normal hours of operation on a daily basis, except holidays. The City Secretary's Department handles approximately 90,000 pieces of mail per year.

SCOPE OF WORK/ CONDITIONS AND REQUIREMENTS

1. Supplier must be a full service supplier who is capable of providing all services requested with no subcontracting of any portions of the project.

2. Supplier must process First Class, Standard, Flat and Certified mail. The supplier will be required to meter and mail via First Class postage the water bills and all Standard, Certified mail, and Flat mail the same business day. Supplier must make every effort to mail it the same-day, and if this is not possible the water bills and outgoing bulk mail must be mailed the next business day. Supplier must contractually guarantee this schedule.

3. Supplier must provide electronic pre-sorting services to maximize postal discounts and mail bills at lowest first class rate. Software used to pre-sort must be USPS approved.

4. Supplier shall invoice for payment on a monthly basis.

5. A purchase order will be issued for each department. Supplier shall invoice departments separately. One invoice will be required for the City Secretary's -City Hall Department and one for the Utility Billing Water Department.

6. Supplier must immediately report any torn, damaged, or non-addressed mail so they may be replaced or re-labeled to process.

7. Supplier must keep all picked up mail secure at all times and must provide the City information of the suppliers' mail security system.

COST PROPOSAL AND PRICING

The supplier will provide detailed costs of all services pertaining to SCOPE OF WORK. Prices quoted by suppliers will be firm fixed prices, not subject to increase during the term of the contractual agreement arising with the City as a result of this proposal. Suppliers are to stipulate the expiration date of their quoted proposal.

TERM OF CONTRACT

The anticipated term of contract through this RFP will be for two (2) years from notification of award through September 30, 2016. Upon expiration of the initial contract term, the contract may be renewed for up to three (3) additional one-year terms at the discretion of the City Council.

PRICE ADJUSTMENTS FOR SERVICES

The pricing for Services under the Contract shall consist of two components: the Postage Rate (i.e. the price charged by USPS for each item processed) and the Contractor's fees (i.e. the price charged by the Contractor for each item).

Prices for Services may only be adjusted under one of three conditions:

1. When the Contractor elects to reduce their fees;
2. At the time USPS changes one or more Postage Rates;
3. At the time of Contract Renewal.

PROPOSAL EVALUATION PROCESS AND CRITERIA:

EVALUATION PROCESS

The evaluation of Firm's qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the evaluation committee to be applicable to the particular requirements of the project for which the services have been requested.

Written proposals will be evaluated and rated by the evaluation committee. Proposals receiving the highest

ratings may be scheduled for an interview with the evaluation committee. Ratings will be based on the Proposers' experience providing similar services for another city of the size and complexity of the City of Edinburg; reasonableness of proposed fee schedule and service.

A. The Evaluation Committee may also contact references to help verify the Proposers' ability to perform the scope of services outlined herein.

B. Based on the results of the evaluation of written proposals, interviews and references, the Evaluation Committee will make its recommendation to Mayor and City Council.

C. Contract negotiations will commence with the selected Proposer.

D. The Evaluation committee reserves the right to:
   1. Request Proposer to clarify its contents or to supply any additional material deemed necessary to assist in the selection process.
   2. Negotiate the program scope, materials, and costs with the selected provider. If a contract cannot be negotiated with the selected provider, The City may cease negotiations and reserves the rights to have the Evaluation committee re-evaluate the next highest ranked Proposer.
   3. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.
   4. Select the Proposer with the best project approach and ability to meet The Evaluation committee's program needs regardless of cost.
   5. Visit a Proposer's office or clinic facilities to meet with respondent's staff.
   6. Reject any or all proposals at any time without penalty.
   7. Retain all original data and working papers generated during this RFP process.

Evaluation Criteria

The City's final selection will not be dictated on any single factor including price. The City's RFP team will evaluate proposals and will include both objective and subjective analysis. Proposals will be evaluated on the basis of experience; qualifications, technology and resources, and any innovative ideas presented for making the city mail services proceed quickly and smoothly.

1. Comprehensiveness of Services provided and Pricing schedule: The supplier must have the capability to meet the required service levels described in this RFP.

2. Public Sector Experience and References: The suppliers experience in providing services to the public sector as well as client references.

3. Assigned Relationship Management Team: The credentials and experience of staff assigned to our relationship.

4. Technology and Resources: The available technology and resources necessary to perform mailing services. Final selection will be based on the evaluation of proposals unless it is deemed necessary by the RFP team to conduct interviews of closely scored firms. The supplier determined best qualified to perform this project will be recommended to the City Council for contract award.

RFP - EVALUATION

The evaluation system consists of a 100 point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

Item	Points
Cost Proposal	40
Proposer Qualifications, Expertise, Experience and References	20
System and Service Requirements	40
	100

VENDOR PROPOSAL FORMAT

Proposal Format:
To assist the City in its evaluation of submitted proposals, it is required that each proposal adheres to the following format:

1. Summary Sheet - The first page of the proposal must be a completed Supplier Summary Sheet (see Appendix A)

2. Letter of Transmittal – In the letter of transmittal the supplier shall describe their understanding of the work to be performed and why the vendor is the best qualified to perform the services requested. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the supplier.

3. Company Overview: Provide a brief background and history of the company. State whether the vendor is local or national. Identify nearest full service branch that will assist us with our immediate mailing needs.

4. Experience: Describe the supplier's experience in providing services to the public sector and any exclusive resources dedicated to the public sector. Supplier should list at least three (3) references with similar requirements to the City of Edinburg. Include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client described.

5. Relationship Management: Describe the team that will be assigned to service our relationship. Provide the name, title, and experience of each individual and the roles, responsibilities and a brief account of their credentials and related mail service experience. Give the name(s) of the person(s) who will be authorized to make representations for the supplier, their title(s), addresses and telephone numbers.

6. Pricing Schedule: Supplier must provide a fee schedule that includes mail preparation and delivery to USPS as detailed in the SCOPE OF WORK.

7. Additional Information: Supplier should describe any information not previously mentioned that the supplier believes should be considered.

APPENDIX A
CERTIFICATION OF PROPOSAL

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.

2. This supplier has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the supplier and that the supplier is responsible for these.

3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

4. The proposal includes all the commentary, figures and data required by the Request for Proposal.

5. This supplier has carefully read and understands all of the items contained in the SCOPE OF WORK/CONDITIONS AND REQUIREMENTS.

6. The proposal by this supplier is an irrevocable offer and shall be valid for 90 days from date of submission.

Does the Company have an office located in Edinburg, Texas? Yes _____ No_____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No_____

Name of Supplier: _____

By (Authorized Signature):_____ Date: _____

Name: _____

Title: _____

Address: _____

_____

_____

Phone Number: _____ Fax number: _____

Federal Tax Identification Number:_____

Email Address: _____

RFP 2015-009 CITY MAIL SERVICES
PRICING SHEET

Company Name	

Enter pricing for each line item on which you are bidding

Mail Piece Type	Postage Type	Volumes (Estimated annual amounts) *	Postage	Vendor Fee	Total Price Per Piece	Comments / Clarifications
Letter	First Class	350000*				
	Standard	9000*				
Flat	First Class	15000*				
	Standard	2000*				
Certified Mail	First Class	1000*				

List other fees separately: