

**MEMORANDUM**

**TO:** Judge Robert Hebert  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign the attached contract approved in Commissioners Court on 10/13/09. Thank you.

**DATE:** October 14, 2009

**RETURN TO:** Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg

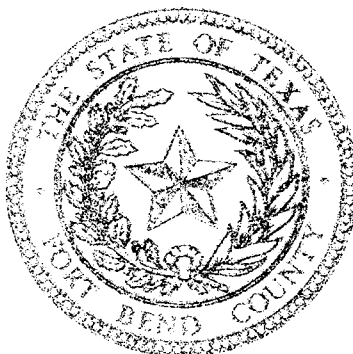
AGENDA ITEM 23

- E 1) Bid 104
- 2) Bid 105

COUNTY JUDGE  
RECEIVED  
OCT 15 2009

10-22-09 orig. ret. to Cheryl at Purchasing

**Fort Bend County, Texas  
Invitation for Bid**



**Printing and Mailing of Voter Registration Cards  
for Fort Bend County  
BID 09-105**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, September 24, 2009  
1:30 PM (Central)

**MARK ENVELOPE:**

Bid 09-105  
Voter Certificates

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.**

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax:281-341-8645

Prepared: 09/07/09  
Issued: 09/09/09

**Vendor Information**

INTEGRATED VOTING SOLUTIONS, INC.

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

505.823.9898

Telephone Number

505.823.9899

Facsimile Number

1931 G STREET

Complete Mailing Address (for Correspondence)

FRESNO, CA 93706

City, State and Zip Code

Same AS ABOVE.

Complete Remittance Address (if different from above)

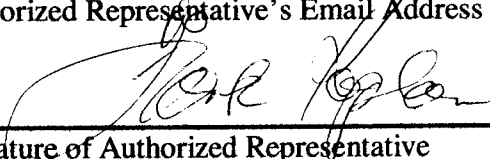
City, State and Zip Code

FRANK KAPLAN, ELECTION SERVICES MANAGER

Authorized Representative and Title (printed)

FRANK@INTEGRAVOTE.COM

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder: FK

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: \_\_\_\_\_




- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: FK

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 **Inspections:** Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 **Testing:** Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

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- 1.24 **Awards:** Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 **Assignment:** The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 **Term Contracts:** If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 **Maintenance:** Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 **Contract Obligation:** Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 **Title Transfer:** Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

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- 1.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 **Interlocal Participation:** Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

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- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

**2.0 TERMS AND CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

**2.7 Invoices and Payments:**

**2.7.1** Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

**2.7.2** Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

**2.7.3** Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

**2.8** **Gratuities:** Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

**2.9** **Special Tools and Test Equipment:** If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

**2.10** **Warranty/Price:**

**2.10.1** The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.

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- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to print and mass mail the voter registration certificates, as specified herein.

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**4.0. BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**5.0 CERTIFICATE INFORMATION:**

- 5.1 Fort Bend County requests pricing for approximately 280,000 voter registration certificates to be printed and mailed with barcodes and variable data as specified by the Texas Secretary of State Directive. Certificates may be continuous feed or cut sheet laser printed.
- 5.2 The certificate has been designed to meet the content requirements of Texas Election Code Section 15.001, 15.002, and 15.003, bilingual requirements of the Federal Voting Rights Act, 42 U.S.C.A. Section 1973aa-1a, the mailing requirements of Texas Election Code Sections 14.001 and 14.002, and regulations of the United States Postal Service regarding size, thickness of paper, address placement, and postage. Various other exigencies such as horizontal and vertical spacing for computers and typewriters, etc., have also been considered. To avoid any possible violations of state or federal law, no change to the specifications of the certificate may be made without prior written approval by Fort Bend County and the Office of the Secretary of State of Texas.
- 5.3 **SIZE:** The postcard certificate is 4 1/8" x 6".
- 5.4 **COLOR AND PAPER SPECIFICATIONS.** The color for the 2010-2011 certificate is Pantone Blue 283. The stock to be ordered is 100 lb white tag or 90 lb white index or the equivalent. To meet postal requirements, the paper must be at least .008" thick and not more than .016" thick. The sample attached is printed on #110 index. When paper is manufactured, there can be a variance in the thickness of the paper, so be sure to state in the specifications that the paper must meet postal requirements for calibration. The front side of the certificate is to be printed with Pantone Blue ink color. The language on the certificate will be in black ink. Using the Pantone Blue ink to "color" the paper will ensure that all certificates are printed uniformly across the state. The backside of the certificate may be printed either with the Pantone color or left plain white. The sample attached shows the area that is to be printed in Pantone Blue at 100% solid. See State of Texas directives in Enclosure 1.

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FK

**6.0 MASS MAILOUT INFORMATION:**

- 6.1 Approximately 280,000 voter registration certificates must be mailed no later than December 7, 2009 to all registered voters with an active status as required by the Texas Election Code.
- 6.2 The Fort Bend County Elections department will produce a CD-ROM containing only the information necessary to complete the mailing. Each record will be a fixed length and exported to the CD-ROM. File may also be transferred to vendor via FTP.
- 6.3 Certificates shall be mailed first class with a "Return Service Requested" message.
- 6.4 The zip code information provided by the Elections office is not a zip+4.
- 6.5 Prior years, each voter's full date of birth was printed on the certificate. In accordance with Section 2.7 of the Secretary of State's Directive, only year of birth will be printed on this year's certificates.
- 6.6 Vendor shall print barcodes of the certificate number and notice number on the face of the certificate in a 3-of-9 barcode font.
- 6.7 Data will be provided on CD-ROM. Vendor shall pick up and return the data at Fort Bend County Elections Administration, Rosenberg Annex, 4520 Reading Road, Rosenberg, Texas. Information provided on the CD shall be utilized for NO other purpose than to produce documents required herein. Test data will be provided to vendor for formatting purposes upon request. Live data will be available by November 16, 2009.
- 6.8 Samples and/or proofs (at least 2 voters from 10 precincts) must be made available to Fort Bend County Elections Administration department from the test data within fourteen (14) days from receipt of data and must be approved in writing by Fort Bend 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.10. After correction, proof shall be resubmitted by vendor for approval by Fort Bend County Elections Administrator no later than three (3) days after delivery of resubmitted corrected printing proof.
- 6.9 Certificates must be mailed by the vendor no later than December 7, 2009.
- 6.10 Vendor shall bear all costs for required postage.

**7.0 REFERENCES:**

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.

**8.0 SUBCONTRACTING OF SERVICES:**

Bidder may subcontract any portion of this contract. Bidder assumes all responsibilities for insuring all specifications are adhered to. No work may be performed outside the continental United States.

**9.0 ENCLOSURE:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1: State of Texas Directive

**10.0 BID PRICE:**

Bid price to include all postage, materials, supplies, equipment, tools, services, labor and supervision necessary to print and mass mail the voter registration cards, as specified herein, FOB Fort Bend County:

<u>Estimated Quantity</u>	<u>Description</u>	<u>Price per 1000</u>	<u>Total</u>
280,000	Voter registration cards printed with barcodes and variable data, postage and mailing. Price includes postage	\$ <u>249.00</u>	\$ <u>69,720.00</u>

**11.0 FORT BEND COUNTY REPRESENTATIVE:**

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us).

Initials of Bidder FK

**CONTRACT SHEET**

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 13<sup>th</sup> day of October, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and INTEGRATED HOUSING SOLUTIONS, INC. (hereinafter designated Contractor).  
(company name)

**WITNESSETH:**

The Contractor and the County agree that the bid and specifications for the **Voter Registration Certificates** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 13<sup>th</sup> day of October, 2009.

By: [Signature] Fort Bend County, Texas  
County Judge

By: [Signature]  
Signature of Contractor

By: FRANK KAPLAN, Election Services MGR  
Printed Name and Title



**Integrated Voting Solutions, Inc**

1931 G Street  
Fresno, California 93706  
Phone: (559) 498-0281  
Fax: (559) 498-6585

September 21, 2009

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

RE: Bid 09-105  
Voter Certificates

Purchasing Department:

Thank you for the opportunity to respond to Bid 09-105 for printing Voter Certificates for Fort Bend County.

In accordance with bid requirements, we have:

1. Included a completed Vendor Information document.
2. Provided a signature by an authorized representative of IVS on the Contract Sheet.
3. Initialed all pages of the Bid.
4. Obtained VR sample documents and specifications from Melinda Nickless in the Texas Secretary of State's Office.
5. Submitted numerous reference letters from clients as requested in item 7.0 on page 16.

Integrated Voting Solutions (IVS) has been involved in election printing and mail services since 1999, and was formally incorporated in 2004 to address the specialized printing and mailing requirements of the election industry. IVS is corporately headquartered in our 82,000 sq. foot facility in Fresno, California and has been in the document printing and mail sortation industry for approximately 25 years. We currently have in excess of 100 employees.

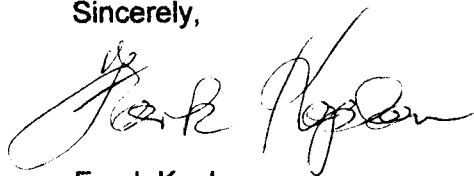
IVS draws on the resources, personnel, and experience of election industry subject matter experts with over 150 years of experience in the marketplace. We have the necessary requirements to satisfy the voter registration certificate cards as required by Fort Bend County.

IVS has printed approximately 30 million optical scan election ballots in the past few years. We are proud to have successfully printed over 10 million ballots in the 2008 Presidential cycle.

The direct contact for Fort Bend County, Texas will be Mr. Henry Foster. Hank has been in the election business for almost 40 years and managed the ES&S Addison, Texas manufacturing plant that printed both election punch cards and optical scan ballots. Hank worked with Fort Bend County election officials for approximately 20 years during his tenure with BRC and ES&S. Hank's understanding of the need for quality; timeliness; accuracy; a competitive price and customer satisfaction have made him a valued addition to our IVS Team.

We have a track record of success and look forward to discussing our experiences with Fort Bend County. Should you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Kaplan". The signature is fluid and cursive, with a large initial "F" and "K".

Frank Kaplan  
Election Services Manager  
Office (505) 823-9898  
Cell (505) 410-9900  
Email [frank@integravote.com](mailto:frank@integravote.com)



# EL PASO COUNTY

Robert C. "Bob" Balink  
Clerk & Recorder

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## OFFICE OF THE CLERK & RECORDER

Centennial Hall  
200 S Cascade Ave  
(719) 520-6202 Office  
(719) 439-0120 Cell

January 14, 2009

To Whom It May Concern:

The El Paso County (Colorado) Clerk & Recorder's Office has benefited greatly from our relationship with Integrated Voting Systems (IVS) over the past few years. As anyone in the business of conducting elections knows accuracy, timeliness, and teamwork are the key elements in ensuring a successful election.

Since working my first election in 1960 I have experienced many challenges and enjoyed many relationships while working in a wide variety of roles during the election process. I can honestly say that our collaborative effort with IVS has been the most rewarding and enjoyable. IVS is creative and up to every challenge we throw their way.

Without hesitation I encourage fellow election officials to learn for themselves why I consider IVS to be the "BEST IN THE BUSINESS."

Anyone who partners with Integrated Voting Systems and Frank Kaplan cannot go wrong.

Sincerely,

Robert C. Balink

**Director of Operations**  
Terry Sholdt  
520-6279  
520-7326 Fax

**Director of Admin and HR**  
Nancy Bass  
520-7322  
520-7326 Fax

**Clerk to BOCC**  
Eileen Wheeler  
520-6432  
520-7326 Fax

**Elections**  
Liz Olson  
520-6222  
520-7327 Fax

**Motor Vehicle**  
Bob Becker  
520-7783  
520-7795 Fax

**Recording**  
Sandy Hook  
520-6208  
520-6230 Fax



## Larimer County Clerk and Recorder

January 12, 2009

TO WHOM IT MAY CONCERN:

It is our pleasure to recommend the ballot printing services of Integrated Voting Systems (IVS).

We utilized IVS for printing of ballots for the 2008 General Election in Larimer County. During this process, Frank Kaplan and his team exhibited outstanding, personalized customer service and provided constant clear communication to ensure our deadlines and goals were met. Indeed, they never missed a deadline and provided excellent follow-up to ensure things were going well and that our needs were being met prior to, during, and after the election.

After many years in this business, my staff indicates that IVS provided the best printing quality for ballots that they have ever seen. Accuracy for the absentee process was excellent.

IVS exhibited the willingness and ability to go the extra mile to help us with our business processes. Printing an electronic barcode on the stub of our ballots for ballot inventory was a new process, and it was done perfectly. Packaging our ballots, by precinct, for each of our seven early voting sites and thirty-three vote centers was a complicated task – also executed in an excellent manner by IVS.

We extend our appreciation to the team at IVS for their exceptional services and product delivery, and welcome any questions you may have regarding their performance.

Best regards,

A handwritten signature in black ink, appearing to read "Scott Doyle", is written over a horizontal line.

Scott Doyle  
Larimer County Clerk & Recorder

SD:am

**ANN K. BARNETT**  
**Auditor-Controller-County Clerk**

**Glenn S. Spencer**  
**Assistant Auditor-Controller-County Clerk**

County Administrative Center  
1115 Truxtun Avenue, Second Floor  
Bakersfield, CA 93301-4639  
FAX 661-868-3560



**Auditor-Controller: 661-868-3599**  
**County Clerk: 661-868-3588**  
**Registrar of Voters (Elections):**  
661-868-3590  
800-452-VOTE  
TTY Relay 800-735-2929  
FAX 661-868-3768

January 20, 2009

To Whom It May Concern:

I am the Chief Deputy Registrar of Kern County Elections and I highly recommend Integrated Voting Systems (IVS) as a ballot printer and mailer of Vote by Mail Ballots.

By having Steve Knecht as a single point of contact, we were kept well informed of every step in our ballot process. Due to the population growth and last minute voter registration increase, I ran out of ballots in several mail ballot precincts. I called Steve and we got our ballots within a day. IVS has a professional staff that works to meet our needs and I have the utmost confidence in their ability to meet key deadlines.

They print, insert and mail our first run of absentees to approximately 125,000 voters. I have been pleased with their work and feel that they have good quality control checks.

If you have any questions regarding Kern County Elections experience with IVS, please feel free to contact Abbe Shugart, Karen Rhea, or myself at 661-868-3590.

Sincerely,

A handwritten signature in cursive script that reads "Sandra L. Brockman".

Sandra L. Brockman  
Kern County Chief Deputy Registrar

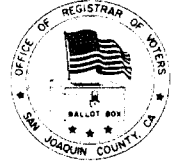
SB:as



**AUSTIN G. ERDMAN**  
**REGISTRAR OF VOTERS**  
**(209) 468-3194**  
**aerdman@sjgov.org**

**COUNTY OF SAN JOAQUIN**  
**REGISTRAR OF VOTERS OFFICE**

**212 NORTH SAN JOAQUIN ST**  
**P.O. BOX 810**  
**STOCKTON CA 95201**



**PHONE (209) 468-2885**  
**FAX (209) 468-2889**  
**TTY (209) 953-1070**  
**www.sjcrov.org**

January 16, 2009

To whom it may concern;

As the Registrar of Voters for San Joaquin County I am pleased to recommend Integrated Voting Solutions as a ballot printer and mailer of absentee ballots. Integrated Voting Solutions printed ballots and mailed the absentee ballots for the San Joaquin County Registrar of Voters throughout the three elections held in 2008.

From the time IVS started working with us the skill of the IVS staff in keeping organized and on task was exceptional. In addition our deadlines have always been met both in the printing and delivering of the poll ballots and the printing and mailing of the absentee ballots. We will continue to use them for our March 2009 election.

Integrated Voting Solutions has a very talented staff and I have no hesitation in recommending them. If you have any questions about our experience with IVS I would be happy to speak with you.

Sincerely,

A handwritten signature in cursive script that reads "Austin Erdman".

Austin G. Erdman  
Registrar of Voters

AGE: fm



City and County of Broomfield, One DesCombes Drive, Broomfield CO 80020

CLERK AND RECORDER DEPARTMENT

January 6, 2009

The City and County of Broomfield, Colorado first contracted with Integrated Voting Solutions in 2007. IVS won the contract through a competitive bidding process. The contract was constructed so that, contingent upon successful performance during the November 2007 election, it could be extended through 2008. IVS' performance was very successful and the contract was indeed extended.

As the name implies, IVS offers the convenience of a single point of contact for integrated ballot printing, shipping, and mail preparation services. By bringing years of election business experience to the table, IVS was able to manage each aspect of the process expertly and seamlessly.

IVS's performance during the 2008 election season was at least as good as in 2007. Taking full advantage of the most cost effective automation rates offered by the USPS, IVS was able to save Broomfield thousands of dollars in postage compared to previous years. Ballot printing quality was very good and all deadlines were met with time to spare. They were even able to recommend process changes for Broomfield that turned out to be very advantageous. And all of this for what must be one of their smallest accounts during the largest election in history.

Broomfield looks forward to a long and mutually beneficial relationship with IVS.

A handwritten signature in black ink, appearing to read "Russell G. Ragsdale", with a long horizontal flourish extending to the right.

Russell G. Ragsdale  
City and County Clerk  
Broomfield, Colorado



**County of Fresno**  
COUNTY CLERK / REGISTRAR OF VOTERS  
VICTOR E. SALAZAR

August 22, 2006

To Whom It May Concern:

I am the Registrar of Voters for the County of Fresno. In this capacity, I oversee all aspects of Fresno County's elections. One critical task is the printing of ballots. This is of utmost importance and must be assigned to a reputable printer of the highest quality.

Since 2003, Integrated Voting Systems (IVS) has printed our ballots and I can attest that they have performed with the highest degree of responsibility in all respects. The quality of their work has always been exceptional and their staff work extremely well with our staff. We value our relationship with IVS because of the fine job they have performed and continue to perform.

I am pleased to have the opportunity to provide this letter of reference and am available to elaborate at length, if desired. Please do not hesitate to call me at the number listed below if I may provide additional information or if you have any questions or concerns what-so-ever

Sincerely,

Victor E. Salazar  
Fresno County Clerk/Registrar of Voters



DALLAS COUNTY ELECTIONS DEPARTMENT  
CENTRAL COUNTING STATION

September 10, 2009

Henry J. Foster  
Integrated Voting Solutions, Inc.  
7026 Lattimore Drive  
Dallas, TX 75252

Dear Hank:

I am pleased to send this letter of reference regarding your credibility and positive performance in past years on behalf of the Dallas County Elections Department.

While you were an employee of Business Records Corporation (BRC)/ Election Systems and Software (ES&S) and Dallas County was one of your many customers, we could always count on you to follow up on the items you were to deliver to us in a timely and professional manner. I can only believe you will perform in the same manner as always as an employee of Integrated Voting Solutions, Inc., (IVS).

Although we in Dallas County and I believe in the state of Texas do not have any experience with IVS as a company, I can only presume based on the letter of reference from El Paso County, Colorado you sent me and knowing you as the person you are that IVS will perform as is necessary to satisfy a counties election printing needs. Based on what you have told me as well about IVS, I believe you would only work for a company that performs and delivers counties printing needs in a most competent manner.

Should a county desire to call me, they may do so at 214-819-6370. I wish you and IVS success.

Sincerely,

Mary Kay West  
Central Counting Supervisor  
Dallas County Elections Department