

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



**Printing and Mailing of Voter Registration Cards
for Fort Bend County
BID 11-088**

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 22, 2011
1:30 PM (Central)

MARK ENVELOPE:

Bid 11-088
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)

Prepared: 09/02/11
Issued: 09/07/11

Vendor Information

Questmark Information Management, Inc.
Legal Name of Contracting Company

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

713-6662-9022 Telephone Number 713-6662-9660 Facsimile Number

9440 Kirby Dr
Complete Mailing Address (for Correspondence)

Houston TX 77054
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Beth Ludeke CEO
Authorized Representative and Title (printed)

bethl@giminc.com
Authorized Representative's Email Address

Beth Ludeke
Signature of Authorized Representative

Initials of Bidder: BL

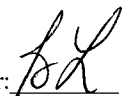
1.0 GENERAL REQUIREMENTS:

- 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- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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.

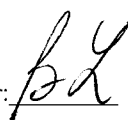
Initials of Bidder: 

- 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.

Initials of Bidder:



- 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.

Initials of Bidder: 

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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.

- 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.

- 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.

Initials of Bidder: _____



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.

Initials of Bidder: 

- 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.

Initials of Bidder:



- 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.


Initials of Bidder:



- 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.


Initials of Bidder: 

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 290,000 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 VOTER IDENTIFICATION. The prescribed language on the back of the certificate instructs the voter concerning the photo identification that is required at the polling place. (Senate Bill 14).
- 5.4 SIZE: The postcard certificate is 4 1/8" x 6".
- 5.5 COLOR AND PAPER SPECIFICATIONS. The color for the 2012-2013 certificate is Pantone 107U. The stock to be ordered is white index or the equivalent. To meet postal requirements, the paper must be at least .007" 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 107U. The language on the certificate will be in black ink. Using the Pantone 107U 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 107U at 100% solid. See State of Texas directives in Enclosure 1.

Initials of Bidder: 

6.0 MASS MAILOUT INFORMATION:

- 6.1 Approximately 290,000 voter registration certificates must be mailed no later than December 30, 2011 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 December 20, 2011.
- 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 30, 2011.
- 6.10 Vendor shall bear all costs for required postage.

Initials of Bidder: 

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:

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>
290,000	Voter registration cards printed with barcodes and variable data, postage and mailing. Price includes postage	\$ <u>247.00</u>	\$ <u>71,630.00</u>
100,000	Blank card printed 4 up on legal size stock (25,000 sheets).	\$ <u>25.00</u>	\$ <u>2,500.00</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).

12.0 W9 FORM:

All vendors submitting are required to complete the attached W9 form and return with submission.

Initials of Bidder: 

CONTRACT SHEET

Bid 11-088

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 4 day of October, 2011, 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 QUESTMARK INFORMATION MGMT., INC. (company name) (hereinafter designated Contractor).

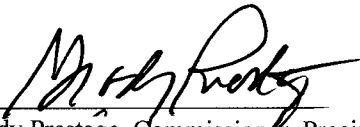
WITNESSETH:


The Contractor and the County agree that the bid and specifications for the **Voter 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 4 day of October 2011.

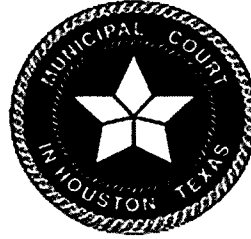
Fort Bend County, Texas

By: 
Grady Prestage, Commissioner, Precinct Two Presiding Officer of
Commissioners Court

By: 
Signature of Contractor

By: BETH LUDEKE, CEO
Printed Name and Title

City of Houston Municipal Courts
Lilly Warden
1400 Lubbock, Room 214
Houston TX 77002
713-247-5464
Lilly.Warden@cityofhouston.net



Cameron County Tax Office
Jesse Garcia
PO Box 952
Brownsville TX 78522-0952
956-550-1385
jgarcia@co.cameron.tx.us



Universal American Corp.
Darlene Handy
PO Box 740968
Houston, Texas 77274
713.349.2210
dhandy@UniversalAmerican.com

**UNIVERSAL
AMERICAN**
A Healthy Collaboration™

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Hope Andrade
Secretary of State

ELECTION ADVISORY **No 2011-13**

TO: Voter Registrars
FROM: Ann McGeehan, Director of Elections
SUBJECT: Voter Registration Certificate
AUTHORITY: Texas Election Code Sections 31.002 and 31.003
EFFECTIVE DATE: August 9, 2011
SUPERSEDED DIRECTIVE: Secretary of State Directive of August 25, 2009

1. SUMMARY AND PURPOSE

1.1. In accordance with Texas Election Code Section 31.003, this directive establishes the requirements for voter registrars to issue voter registration certificates.

2. DESCRIPTION OF CERTIFICATE

2.1. NO CHANGES AUTHORIZED UNLESS APPROVED BY THE SECRETARY OF STATE. The certificate has been designed to meet the content requirements of Texas Election Code Sections 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 have been considered. To avoid any possible violations of state or federal law, no change to the specifications of the certificate, as provided by this directive, may be made without prior written approval by this office.

Pursuant to Section 15.001 of the Texas Election Code, voter registrars must place the jurisdictional or distinguishing number for the following seven territorial units in which the voter resides: 1. United States Representative; 2. State Senate; 3. State Representative; 4. County Commissioner; 5. Justice of the Peace; 6. City district code; and 7. School district code on the certificate. Section 15.002 authorizes, but does not require, the voter registrar to place up to seven additional jurisdictional designations on the certificate. The Secretary of State has prescribed a certificate with ten boxes for placement of district information, seven for the required districts and three for the optional districts. This format has been approved by the Postmaster in Austin. Our office recommends that the local postmaster approve the placement of district numbers on the certificate prior to printing if you are using any other format than the one prescribed. Any combination of the

three optional district codes may be chosen by the voter registrar for inclusion on the certificate without prior approval.

The TEAM System prints the mandatory seven jurisdictions and provides an option to print up to three more jurisdictions on the certificate. TEAM will preprint the boxes on the certificates as well as the jurisdiction type. The boxes with voter unique identifier (VUID), year of birth, and valid from date, will also be printed by TEAM and not preprinted on the card stock by your printer. There are two layouts, one for TEAM counties who will actually use TEAM to print voter information on the certificate and one for offline counties and TEAM counties who will contract with a private vendor to print voter data on the certificates. Offline counties must use the layout of the form enclosed but if they wish to print the maximum 14 jurisdictional boxes, they will have to work with their local postmaster on the design.

The Secretary of State has authorized the printing of the 10 digit VUID number in a barcode format in addition to a numeric-value format. The numeric-value format of the VUID number must be printed in the box specifically provided for the VUID number. The barcode-format number may be placed anywhere on the card as long as it does not interfere with postal regulations, and nothing is deleted from the card as prescribed. It is recommended that a universal-product barcode be used rather than the type of barcode that is used for zip codes, which is a Postnet font. Again, for placement of a barcode-format VUID number, you must coordinate the printing with the postmaster to ensure that it complies with other postal requirements. TEAM will default to print the barcode of the VUID above the name of the voter on the mailing address side of the certificate.

2.2 SIZE. The postcard certificate is 4 1/8" x 6." The postcard is sized to accommodate space for barcoding the zip code. Even if you do not plan to barcode the zip code on the certificate prior to mailing, you must ensure sufficient room for the barcode strip area because the post office will prepare the mail piece for automation by placing a barcode strip which includes delivery point validation on the certificate. The counties will not receive any postal discount if the post office has to barcode the mail piece. The post office has advised our office not to print any type of barcode for the zip code if it is only going to be the 5 digit or 9 digit zip code.

Counties using the Secretary of State's TEAM system must print their certificates exactly as shown on the attached sample(s). The layout of the certificate must be exactly as shown on the sample. If a laser printer is used, the certificates must be printed on an 8 1/2" x 14" sheet of paper with a 1" gripper at the top and a 1 1/4" margin on the left side of the paper. Counties using the on-line system cannot barcode the zip code. It is imperative that your printer uses the Secretary of State's layout of the certificate to ensure proper placement of information. Since the TEAM system will be printing the boxes, box types, and jurisdictional numbers, the alignment of information should no longer be an issue. Please ask your printer to send a proof of your certificate for layout purposes before they are printed to our office for pre-approval. For counties using a dot matrix printer, the certificates must be ordered on paper with a 1/2" feeder strip on the left side of the paper. We encourage you to send us your proofs in order to ensure that they are compatible with the TEAM system.

2.3. COLOR AND PAPER SPECIFICATIONS. The color for the 2012-2013 certificate is Pantone 107U. The stock is white index or the equivalent. To meet postal requirements, the paper must be **at least** .007" 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 107U color. The language on the certificate will

be in black ink. Using the Pantone 107U 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 107U color or left plain white. The sample attached shows the area that is to be printed in Pantone 107U at 100% solid.

2.4 FORMAT. The voter registrar's name, telephone number, and return address must be printed in the upper left-hand corner above the dotted line. Module 202.4.4 of the Domestic Mail Manual ("D.M.M.") requires the postal endorsement "RETURN SERVICE REQUESTED" to be placed ¼" below the return address. The word "Postmaster" is NOT used in conjunction with the endorsement. See Section 3 of this directive for further discussion. "Secretary of State's Office, Elections Division" and the Secretary of State's toll-free number (1-800-252-8683) must be printed directly across from the voter registrar's name and address, as indicated on the attached sample card. The name of the voter registrar's county must be printed directly below the words "Voter Registration Certificate" as indicated on the attached sample card. The state seal is placed to the left of the name of the county. Counties using the Secretary of State's TEAM system must have the county name and the voter registrar's return address and phone number preprinted on the certificate card stock. It is recommended that all counties use a non-bold, 4pt sans-serif font for the return address information.

2.5. VOID NUMBER. Use the ten-digit VOID number already assigned to the voter.

2.6. VALID FROM-THRU. The "VALID FROM" date on all renewal certificates issued to registered voters is JANUARY 1, 2012. The certificate will expire on DECEMBER 31, 2013, and that date shall appear on the certificate below "THRU." See Section 3.3 of this directive for the period for mailing renewal certificates.

New registrants whose applications are received and accepted after the 30TH DAY BEFORE JANUARY 1, 2012 will be issued an initial certificate, and the "VALID FROM" date on the certificate is the same as the effective date of registration. Renewal certificates need not be issued in this instance. See Section 5 of this directive for information regarding new registrants whose registrations will be effective on or after NOVEMBER 15, 2011, but before JANUARY 1, 2012.

For a voter who changes his or her name or changes his or her address to another precinct within the county, the "VALID FROM" date on the corrected certificate is the date the change becomes effective. These changes become effective on the 30th day after the voter registrar receives notice of the change.

For a voter who changes his or her address within the same precinct in the county, the "VALID FROM" date on the corrected certificate is the same as the date on the renewal certificate. There is no 30-day processing period for this kind of change to become effective. For a voter who returns his or her certificate for correction of the year of birth on the certificate, the "VALID FROM" date of the corrected certificate is the same as the original renewal certificate.

If a registered voter requests a replacement certificate because his or her original certificate has been lost or destroyed, the "VALID FROM" date on the replacement certificate is the same as the date on the certificate that is being replaced. The replacement certificate must have a notation that it is a replacement certificate. The word "replacement" should be printed vertically below the seal.

2.7. INFORMATION ON CERTIFICATE. The voter's surname together with the first name or a combination of the first, middle, and former name must appear on the certificate. The voter registrar

may also include abbreviations of names indicated on the voter registration application. As a routine matter, print the former name on the certificate if it is given on the application. In any case, the name of the voter printed on the certificate must be sufficient for the election judge to be able to identify the voter. For instance, the voter registrar may not routinely print "P.D. Smith" if the voter has indicated on his application the name "Paul David Smith." The voter registrar may, however, print "Paul D. Smith." Nicknames may not be used unless the voter indicated a nickname as his or her name on the application. The certificate must also include a designation of gender if gender has been provided on the application. If gender is not provided on the application, leave the gender field blank on the voter registration certificate. The year of birth (not birth date) and election precinct number must be indicated on the certificate, as well as the permanent residence address (and the mailing address, if these two addresses are different). The voter registrar will print the mailing address on the right-hand side of the card. The permanent residence address or a concise description of the location of the permanent residence must be printed on the left-hand portion of the certificate. If the complete descriptive address will not fit on the certificate, the address may be truncated.

2.8. VOTER IDENTIFICATION. The prescribed language on the back of the certificate instructs the voter concerning the photo identification that is required at the polling place. (Senate Bill 14).

2.9. PARTY AFFILIATION. The space for stamping party affiliation is placed vertically on the front of the certificate.

2.10. AREA FOR POSTAL INFORMATION. The right half of the front of the certificate must be left blank, except for mailing address and postage, barcode for VUID and information in the shaded yellow area. Information that is printed in the address area of the certificate must have a 1/8" clear space around the name and address. See Section 2.1 of this directive for exceptions.

3. MAILING OF CERTIFICATE

3.1. POSTAGE. The voter registrar mails the certificate with first-class postcard postage or, if mailed in an envelope, first-class-letter postage. The Texas Election Code requires that the certificate be mailed by nonforwardable mail. The voter's tax statement may not be included in the same envelope.

Module 202.4.4 of the Domestic Mail Manual provides for the endorsement to the postmaster on the certificate. The endorsement must be printed in at least 8pt. type and must appear at least ¼" below the voter registrar's return address. There must also be a ¼"-clear space below the endorsement. The attached sample of the certificate shows the correct placement of the endorsement. The certificate will be returned free of charge to the voter registrar when mailed at either first-class postcard or first-class letter rate. The voter registrar will receive an address correction at no extra charge when the certificate is returned with the endorsement "RETURN SERVICE REQUESTED." There is no charge for this service since the new address will appear on the original mail piece. (DMM Exhibit 1.5.1, Domestic Mail Manual)

If an envelope is used to mail the voter registration certificate, the instruction to the postmaster, "RETURN SERVICE REQUESTED," must be printed on the front of the envelope at least ¼" below the return address of the voter registrar. There must also be a clear space of ¼" below the endorsement.

Postage must be paid from the county's budget. The Secretary of State is not authorized to pay for the mailing of the certificates. Funds received under Sections 19.001-19.006 of the Texas Election Code may not be used for payment of postage for mailing certificates. Funds received from the Secretary of State and maintained by the voter registrar or post office in the voter registration application business reply account (Permit 4511) may not be used to pay for mailing voter registration certificates.

The certificates may be mailed at a lower first-class-postage rate, for example, by carrier route or barcoding the zip code. To take advantage of the lower postage rate, the mailing list must be certified that it has been updated within 95 days of the mailing. Contact your local postmaster for various ways to prepare your mailing to obtain the lowest possible postal rate.

The post office has also determined that these certificates may be mailed at a nonprofit rate as long as you have applied for a nonprofit organization status. Each county must individually file an application for this status with their local postmaster. It is important for you to determine if this will actually save you money in postage. While you pay less postage mailing out the certificate, you will also have to pay first class postage for each certificate returned as undeliverable. If you do not expect to get many certificates returned, it may be cost effective to pay outgoing postage and pay separate postage for those certificates that are returned. Rates for mailing the certificates can range 8 cents per piece depending on how the certificates are to be mailed. The Secretary of State recommends that you discuss this thoroughly with your postmaster to see which rate is best for your mailing.

3.2. POSTAL REQUIREMENTS FOR POSTCARDS. If the certificates will be mailed as postcards rather than in envelopes, certain postal requirements must be met.

Any preprinted information on the right-hand side of the card must be shaded. (See attached sample certificate and Domestic Mail Manual 201.1.2.6) The area reserved for the address is white and must be at least 2 1/8" long and 1" high. The U.S. Post Office requires all certificates mailed as postcards to be presorted.

3.3. COORDINATION WITH LOCAL POSTAL AUTHORITIES. The voter registrar should coordinate with the local postmaster before the mailing date. Postal regulations have become very complicated, and we highly recommend that the local postmaster be consulted prior to printing the certificates.

3.4. MAILING DATE. The voter registrar shall issue a voter registration renewal certificate to each voter in the county whose registration is effective on the preceding NOVEMBER 14. The mailing shall occur between NOVEMBER 15 and DECEMBER 5 of each odd-numbered year.

4. DUPLICATE CERTIFICATES

4.1. DUPLICATE CERTIFICATE FILES. Texas Election Code Section 15.433 provides a method for the voter registrar to maintain the active or inactive duplicate-certificate file on electronic data processing equipment. Evidence of the mailing must be maintained in a retrievable format. The data must include the name and address to which the certificate was sent and the ten digit VUID number. TEAM records the mass mailout for each applicable voter in the activity tab within the voter view window.

5. NEW REGISTRATIONS

5.1. BEFORE EFFECTIVE DATE. Persons who register to vote whose registrations will become effective after NOVEMBER 14, 2011, and before JANUARY 1, 2012, may be issued initial certificates for the remainder of the voting year (blue certificate). The "VALID FROM" date on the initial (blue) certificate is the effective date of registration, and the "THRU" date is DECEMBER 31, 2011. The voter registrar must issue renewal certificates (Yellow certificate) to the voters. The "VALID FROM" date on the renewal certificate will be JANUARY 1, 2012, and the "THRU" date will be DECEMBER 31, 2013. The duplicate of the initial certificate for the remainder of the voting year should be filed in the duplicate-certificate file or in electronic format as discussed above. Proof of issuing a renewal certificate is required, and instructions in Section 4 of this directive should be followed to provide such proof.

6. "SUSPENSE" VOTERS

6.1. Voters who have been mailed a confirmation notice prior to the mass mailout but failed to respond to the notice are designated with an "S" on the list of registered voters. These voters are NOT mailed a renewal certificate.

6.2. If a voter responds to the confirmation mailing after the mass mailout, correct the voter's registration information, remove the "S" designation, and mail the voter a renewal certificate with the new information.

7. RETURNED CERTIFICATES

7.1. CONFIRMATION NOTICE. The voter registrar is required to mail, no later than March 1, 2012, a confirmation notice and response form to each voter whose renewal certificate was returned as undeliverable. If the post office provided a forwarding address on the returned certificate, the confirmation notice and response form must be mailed to the address given. If the post office did not provide a forwarding address, the confirmation notice and response form must be mailed to the last known address of the voter. In any case, the confirmation notice and response form must be mailed by forwardable mail.

7.2. DESIGN. The Secretary of State has prescribed the wording of the confirmation notice and response form, but has left the design for printing to the voter registrar's discretion. Coordinate with the postmaster to determine the most efficient way to mail the confirmation notices and receive the response forms.

8. APPROVAL

8.1. SECRETARY OF STATE APPROVAL. Issued this 9th day of August, 2011.

Hope Andrade
Secretary of State

BI-9(3B)1N3

Name: Voter Registrar
Telephone Number
Address
City, State, Zip

Secretary of State's Office
Elections Division
1-800-252-VOTE (6683)

RETURN SERVICE REQUESTED

VOTER REGISTRATION CERTIFICATE
(Certificado de Registro Electoral)

COUNTY (Condado)

VUID (VUID)	Gender (Sexo)	Valid from (Válida desde)
Year of Birth (Año de Nacimiento)	Prec. No. (Prec. Pda.)	Party (Partido)

Name and Permanent Residence Address (Nombre y dirección residencial permanente)

Valid in the
Tiene validez en el estado de California solamente si se registra en persona.

Name and Mailing Address (Nombre y dirección de correo)

X

VOTER MUST PERSONALLY SIGN HIS/HER NAME IMMEDIATELY UPON RECEIPT IF ABLE
(El votante debe firmar esta tarjeta personalmente al recibirla si puede.)

Name: Voter Registrar
Telephone Number
Address
City, State, Zip

Secretary of State's Office
Elections Division
1-800-252-VOTE (6683)

RETURN SERVICE REQUESTED

VOTER REGISTRATION CERTIFICATE
(Certificado de Registro Electoral)

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Valid in the
Tiene validez en el estado de California solamente si se registra en persona.

Name and Mailing Address (Nombre y dirección de correo)

X

VOTER MUST PERSONALLY SIGN HIS/HER NAME IMMEDIATELY UPON RECEIPT IF ABLE
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Name: Voter Registrar
Telephone Number
Address
City, State, Zip

Secretary of State's Office
Elections Division
1-800-252-VOTE (6683)

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(El votante debe firmar esta tarjeta personalmente al recibirla si puede.)

Upon federal approval of a photo identification law passed by the Texas Legislature in 2011, a voter must show one of the following forms of photo identification at the polling location before the voter may be accepted for voting: Driver's license, election identification certificate, personal identification card or concealed handgun license issued by the Texas Department of Public Safety; United States Military identification card that contains the person's photograph; United States citizenship certificate that contains the person's photograph; or a United States passport.

The above identification must be current and not expired, or if expired, then it must have expired no more than 60 days before it is presented for voter qualification at the polling place. Please contact the Secretary of State or your local voter registrar for information concerning when the above photo identification rules are effective, and for information concerning limited exceptions to the photo identification requirement for certain voters with disabilities, or voters with religious objections to being photographed, and voters affected by certain natural disasters.

Please visit the Secretary of State website at www.sos.state.tx.us or call toll free at 1-800-252-8683. If any information on this certificate changes or is incorrect, correct the information in the space provided below, sign and return this certificate to the voter registrar.

Al recibir aprobación federal de una ley sobre identificación con foto que se pasó durante la Legislatura de Texas en el año 2011, cada votante deberá demostrar una de las siguientes formas de identificación en el sitio electoral antes de ser aceptado para votar: Licencia de conducir, cédula de identificación electoral, tarjeta de identificación personal o licencia para portar un arma de fuego oculta expedida por el Departamento de Seguridad Pública de Texas; Cédula de identidad militar de los Estados Unidos con fotografía de la persona; Certificado de ciudadanía estadounidense con fotografía de la persona; o Pasaporte de los Estados Unidos.

La identificación nombrada arriba deberá estar vigente y no vencida, o si está vencida, debe estar vencida por no más de 60 días en el momento de presentarla para calificar como votante en el sitio electoral. Por favor comuníquese con la Secretaría del Estado o su registrador de votantes local para información sobre cuándo entrarán en vigor las dichas reglas sobre identificación con foto y para información sobre excepciones limitadas al requisito de identificación con foto para ciertos votantes con una minusvalidez, con objeciones religiosas a tomarse fotos y votantes afectados por ciertos desastres naturales.

Por favor visite la página Web de la Secretaría del Estado al www.sos.state.tx.us o llame al número gratuito 1-800-252-8683. Si algo de la información en la cédula cambia o no es correcta, favor de corregir la información en el espacio abajo, firme y devuelva esta cédula al registrador de votantes.

I affirm the changes made to the left are correct.

Afirmo que los cambios hechos al lado izquierdo están correctos.

X

Signature of Voter (Firma del Votante)

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X

Signature of Voter (Firma del Votante)

Fort Bend County
Bid 11-088

Q & A

Question 1: Is the pms color printed @ 100% ? or is it a screen ? If a screen, do you know the percentage? it is much less expensive to print a screen of a color then 100%.

Answer: The State specs call for the ink to be printed at 100%. My understanding is that this means that the printer would make one press run to lay down the background color, and then a second run to add the text in black ink. I assume that there would be a third run to imprint the voter data. The problem he refers to is that when you do this, you are putting ink on top of ink (the background color) and it will not bond as well. A screen is a series of color dots. I think when he is asking about percentage screen it means how closely spaced the dots are. The higher the percentage the closer the dots & the less likely that one could even tell that it was a screen. The advantage is that (I believe) the screen could be laid on the paper at the same time as the text. This would make it adhere better, and would lower the cost since it would reduce the number of print runs.

Question 2: There is an issue with imaging over a solid printing of ink. The toner doesn't fuse well into the stock, even though its an uncoated sheet. The preferred way to go would be to pick a different color that a light screen would represent the look of 107. This point is moot if all the imaging is done on the second side which we can leave as white.

Answer: See above answer.

Question 3: Also, is all the imaging done on the side where the name/address is being imaged?

Answer: The color is all on the front side of the certificate which is also where the name/address and other fields will be found. The back side of the card is black ink on white. No voter data is imprinted on the back.

Additional comment: Screening would be a better route to go, assuming the screen could closely approximate the required color. Fort Bend County assumes the State has this in the spec so that there would be no variation in color throughout Texas. If it was screened the color would vary depending upon the percent of screen. As long as a printer could closely approximate the color with a screen, I would not care and it is possible that no one could tell the difference.