



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

August 04, 2020

Commissioners Court  
Harris County, Texas

**RE: Job No. 190140**

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Members of Commissioners Court:

Please approve the following award on the basis of low bid:

**Description:** Ballot By Mail Supplies, Services and Related Items for the Harris County Clerk's Office

**Bid(s) Received:** Two (2) on May 20, 2019 (see attached)

**Vendor(s):** OD's Printing (Primary)  
Arching Oaks Investments, Ltd DBA Reflection Printing (Secondary)

**Term:** August 11, 2020 - July 31, 2021 with four (4) one-year renewal options

**Amount:** \$95,030

**Evaluated By:** • Harris County Purchasing • County Clerk's Office

After evaluating the bids, it was determined that it is in the best interest of Harris County to award a primary and secondary vendor to ensure complete coverage for the services. The secondary vendor will be utilized when the primary vendor is unavailable or unable to fulfill the services required. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

Presented to Commissioners Court

August 11, 2020

Approve: E/G

MS  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA AUGUST 11, 2020**

Item No.	Description	Unit of Measure	Estimated Quantities	OD's Printing <sup>1,3</sup>		Arching Oaks Investments, Ltd DBA Reflection Printing <sup>2</sup>	
				Unit Price	Total Price	Unit Price	Total Price
1	P-1S - Application to Vote Early by Mail Forms EN/SP	200/pkg	900	13.69	12,321.00	24.95	22,455.00
2	P-1V - Application to Vote Early by Mail Forms EN/VN	200/pkg	150	11.63	1,744.50	54.95	8,242.50
3	P-1C - Application to Vote Early by Mail Forms EN/TCH	200/pkg	50	15.49	774.50	64.95	3,247.50
4	P-2 - Envelopes - Record of Ballot by Mail	500/box	1	210.00	210.00	299.00	299.00
5	P-2D - Envelopes - Record of Democrat Ballot by Mail	500/box	1	196.00	196.00	299.00	299.00
6	P-2R - Envelopes - Record of Republican Ballot by Mail	500/box	1	210.00	210.00	299.00	299.00
7	P-3 - Envelope - Record of Emergency Ballot - Sick	500/box	1	210.00	210.00	299.00	299.00
8	P-4 - Envelope - Record of Emergency Ballot -Death	500/box	1	210.00	210.00	299.00	299.00
9	P-5 - Envelope - Record of Emergency Ballot - Disability	500/box	1	210.00	210.00	299.00	299.00
10	P-6 - Acknowledgment Cards EN, SP, VN, TCH	100/pkg	225	2.65	596.25	8.00	1,800.00
11	P-6-2 - Acknowledgment Cards Primary EN, SP, VN, TCH	100/pkg	100	2.99	299.00	8.00	800.00
12	P-8 - Acknowledgment Cards FPCA EN, SP, VN, TCH	100/pkg	150	3.64	546.00	12.00	1,800.00
13	P-9 - Acknowledgment Cards FPCA EN, SP, VN, TCH	100/pkg	150	3.64	546.00	12.00	1,800.00
14	P-11 - Change of Address Acknowledgment Cards EN, SP, VN, TCH	100/pkg	30	5.86	175.80	12.00	360.00
15	P-12 - Ballot Envelope-English/Spanish	500/box	1,000	20.37	20,370.00	34.75	34,750.00
16	P-13 - Mailing Envelope - Regular-EN/SP	500/box	1,000	15.61	15,610.00	36.75	36,750.00
17	P-14 - Carrier Envelope - Regular-EN/SP	500/box	1,000	22.47	22,470.00	39.75	39,750.00
18	P-15 - Mailing Envelope -FPCA-EN/SP	500/box	40	22.72	908.80	36.75	1,470.00
19	P-16 - Carrier Envelope -FPCA-EN/SP	500/box	40	22.47	898.80	39.75	1,590.00
20	P-18 - Envelope for Rejected Application	500/box	30	40.70	1,221.00	96.00	2,880.00
21	P-19 - FPCA Envelope	500/box	30	76.06	2,281.80	145.00	4,350.00
22	P-20 - FPCA Mail - Out Envelope	500/box	5	34.40	172.00	119.00	595.00
23	P-22 - FPCA Return Envelope	500/box	5	34.40	172.00	135.00	675.00
24	P-23 - Ballot Envelope - EN/VN	500/box	12	28.33	339.96	34.75	417.00
25	P-24 - Carrier Envelope-EN/VN	500/box	6	55.16	330.96	39.75	238.50
26	P-25 - Mailing Envelope-EN/VN	500/box	6	23.33	139.98	36.75	220.50
27	P-26 - FPCA Carrier Envelope EN/VN	500/box	6	46.00	276.00	149.00	894.00
28	P-27 - FPCA Mailing Envelope EN/VN	500/box	6	42.00	252.00	149.00	894.00
29	P-28 - FPCA Record of Ballot by Mail Envelope	500/box	1	230.00	230.00	199.00	199.00
30	P-29 - Ballot Envelope - EN/TCH	500/box	3	42.66	127.98	34.75	104.25
31	P-30 - Mailing Envelope - EN/TCH	500/box	2	29.50	59.00	39.75	79.50
32	P-31-Carrier Envelope - EN/TCH	500/box	2	84.50	169.00	36.75	73.50
33	P-32 - FPCA Mailing Envelope -EN/TCH	500/box	1	120.00	120.00	149.00	149.00
34	P-33 - FPCA Carrier Envelope - EN/TCH	500/box	1	122.00	122.00	149.00	149.00
35	P-34 - Ballot Now Paper, 8 1/2" X 11"	100/pkg	1,000	1.75	1,750.00	2.50	2,500.00
36	P-35 - Ballot Now Paper, 8 1/2" X 14"	100/pkg	10	5.80	58.00	10.00	100.00
37	P-36 - Ballot Now Paper, 11" X 17"	100/pkg	5,000	1.33	6,650.00	3.75	18,750.00
38	P-37 - Ballot Now Paper w/Blue Border, 8 1/2" X 11"	100/pkg	500	1.95	975.00	8.00	4,000.00
39	P-38 - Ballot Now Paper w/Blue Border, 8 1/2" X 14"	100/pkg	10	14.50	145.00	25.00	250.00
40	P-39 - Ballot Now Paper w/Blue Border, 11" X 17"	100/pkg	200	4.60	920.00	9.50	1,900.00
41	P-40 - Mailing Envelope	500/box	1	12.00	12.00	199.00	199.00
<b>GRAND TOTAL</b>				<b>\$ 95,030.33</b>		<b>\$ 196,226.25</b>	

<sup>1</sup> Award Recommendation Low Bid (Primary)

<sup>2</sup> Award Recommendation (Secondary)

<sup>3</sup> Corrected Total



# HARRIS COUNTY BID COVER SHEET

Job No.  
**19/0140**

**BID FOR: Ballot By Mail Supplies, Services and Related Items for the Harris County Clerk's Office**  
(For approximately one (1) year beginning July 1, 2019)

DUE DATE:

**Monday, May 20, 2019**

Ref. to Pur. Agt.

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE:

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO:

HARRIS COUNTY PURCHASING AGENT  
1001 PRESTON, SUITE 670  
HOUSTON, TEXAS 77002

Buyer: Martha Sloan (713) 274-4433 email : martha.sloan@pur.hctx.net

Total Amount of Bid:

\$ 95,058.83

Company Name:

OD's Printing

Company Address:

27 Stonecroft Pl.

City, State, Zip Code:

The Woodlands, Tx 77381

Taxpayer Identification Number (T.I.N.):

46-2368601

Telephone:

713 896-0052

Fax:

N/A

e-mail:

ODSPRINTING@A.T.NET

Do you carry Health Insurance on your employees? \_\_\_ Yes \_\_\_ ☒ No If yes, what % of employees: \_\_\_ %

Signature:

Kathy Viola

Print Name

KATHY VIOLA

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by:

[Signature] by [Signature]  
HARRIS COUNTY JUDGE LINA HIDALGO

Date:

19 Aug. 2020

Revised 01/19

## TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X   1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X   2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X   3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X   4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X   5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X   6. **Attachments**
  - X   a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
  - \_\_\_\_\_ b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
  - \_\_\_\_\_ c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
  - \_\_\_\_\_ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
  - X   e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - \_\_\_\_\_ f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
  - \_\_\_\_\_ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
  - X   h. **Reference Sheet** - When references are required, you must use this form.
  - \_\_\_\_\_ i. **HIPAA Requirements**
  - \_\_\_\_\_ j. **Other** - From time to time other attachments may be included.

## **GENERAL REQUIREMENTS FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

### **ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

### **ACH VENDOR PAYMENT (Automated Clearinghouse)**

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at [www.hctx.net/auditor/](http://www.hctx.net/auditor/).

### **ADDENDA**

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package**.

### **ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

### **AWARD**

Harris County reserves the right to award this contract on the basis of **LOWEST AND BEST OFFER** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

### **BID FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

### **BID RETURNS**

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

### **BONDS**

If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

### **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to submitting your response. Failure to do so may result in disqualification of your response.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government

Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

#### **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 vinyls should be construed as medium grade. If offeror 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.

#### **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston Suite 670, Houston, Texas 77002, 713-274-4400, [Dewight.dopslauf@pur.hctx.net](mailto:Dewight.dopslauf@pur.hctx.net)

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor/Vendor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

#### **CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

#### **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

#### **CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in



effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

#### **DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

#### **DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, 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 offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

#### **E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

#### **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 Harris County Purchasing Department and recommendation to the appropriate governing body. 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 Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

#### **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

#### **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, Harris County's interpretation shall govern.

#### **GOVERNING LAW**

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris 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. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

#### **GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a

grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

#### **HIPAA COMPLIANCE**

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

#### **HOLD HARMLESS AGREEMENT**

**CONTRACTOR, THE SUCCESSFUL OFFEROR, SHALL INDEMNIFY, DEFEND, AND HOLD HARRIS COUNTY HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE 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.**

#### **INSPECTIONS & TESTING**

Harris 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 an offeror 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.

#### **INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

#### **MAINTENANCE**

Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris 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.

#### **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Harris 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. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

#### **NEW MILLENIUM COMPLIANCE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

#### **POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas



Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

#### **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **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, drayage 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, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

#### **PURCHASE ORDER AND DELIVERY**

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. 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 Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

#### **RECYCLED MATERIALS**

Harris 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. Harris County will be the sole judge in determining product preference application.

#### **SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

#### **SCANNED OR RE-TYPED RESPONSE**

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

#### **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.

#### **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.

#### **SUPPLEMENTAL MATERIALS**

Offerors 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 offeror 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.

#### **TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

#### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

#### **TERMINATION**

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris 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 Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

#### **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS**

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

#### **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris 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. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

#### **WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

#### **WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

#### **VENDORS OWING TAXES OR OTHER DEBTS**

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

## **SPECIFICATIONS**

### **Ballot By Mail Supplies, Services and Related Items for the Harris County Clerk's Office**

#### **SCOPE**

Harris County is soliciting bids for a term contract for printing, organizing and delivering of ballot by mail supplies, services and related items for the Harris County Clerk's Election Division (HCCED) for all Harris County elections from July through June of the following year. The effective date of the contract is expected to begin approximately July 1, 2019 through June 30, 2020.

It is the responsibility of each firm to examine the entire bid package and seek clarification in writing, and review their bid for accuracy before submitting. Questions relating to the bid must be submitted in writing and directed to Martha Sloan, Office of the Purchasing Agent, via email to [martha.sloan@pur.hctx.net](mailto:martha.sloan@pur.hctx.net). The deadline for submission of questions relating to this bid is **May 13, 2019, 12:00 p.m. CST**. All questions submitted in writing prior to the deadline shall be compiled and answered in writing. A copy of all questions and answers shall be forwarded via fax and/or email to all firms. The County shall not be bound by any information conveyed verbally.

#### **RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

#### **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to submitting your response. Failure to do so may result in disqualification of your response.

#### **SUBMITTALS**

Failure to return the required items may result in a "non-responsive" bid. Vendor should submit with their bid the following items:

- a. Complete and return, as required, the Harris County Bid Cover Sheet, page 1 of 24 of this bid,
- b. Complete and return Pricing/Delivery Information sheet(s) as required on pages 17 and 18 of 24 of this bid,
- c. Complete and return a copy of the Certificate of Interested Parties (Form 1295) as specified above,
- d. Complete and return Tax Form/Debt/Residence Certification form as required in attachment a., Tax Form/Debt/Residence Certificate,
- e. Proof of insurance as detailed in attachment e., Minimum Insurance Requirements,
- f. Complete and return references for jobs that are similar to specifications of this bid as required in attachment h., References.

#### **EVALUATION AND AWARD**

Harris County anticipates awarding to a single vendor. In the event multiple vendors are awarded, it is the intention of Harris County to award as best serves the County's interest in order to assure the County has sufficient coverage to meet its needs, therefore, Harris County reserves the right to award by item, category, overall, or as best serves the county's interest. Award shall be made to the lowest or best bid as determined by the overall evaluation. "Best bid" shall be interpreted as that which best supports the overall needs of the

project and end users in consideration of all appropriate factors which impact cost and performance. In addition, the County may award to more than one (1) vendor as "Primary" and "Secondary". The "Secondary" vendor will be utilized as necessary due to time constraints, availability, etc.

#### **NO CONFIDENTIALITY OF BIDS**

Once opened, bids are public record. **There are no exceptions.** When submitting a bid vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Martha Sloan immediately at martha.sloan@pur.hctx.net.

#### **ALTERATION OF DOCUMENT**

No alterations may be made to this document. Any alterations made may result in the bid being rejected. The terms and conditions contained within this document supersede all conflicting terms within any cooperative contracts associated with this purchase and/or manufacturer/vendor terms and conditions.

#### **PURCHASE ORDERS**

Products and/or services must not be provided and invoices shall not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments when applicable. Once a purchase order is issued, the using department shall contact vendor directly to place orders. Vendor must obtain the names of appropriate personnel and accept orders only from those persons having authority to place an order.

#### **TOLL/PARKING FEES**

Any and all toll/parking FEES incurred by the vendor during the term of this contract shall be the responsibility of the vendor.

#### **ACCEPTANCE OF GOODS**

Harris County reserves the right to test goods for quality and performance. Although the bid may be awarded and confirmed by a purchase order, the goods are subject to rejection if the products(s) fail to perform in accordance with the with all requirements and specifications and/or fail to meet the needs of the end users.

#### **CHANGES IN CONTRACT**

Should any changes to the contract be required, a Change in Contract form shall be generated by Harris County Purchasing and will be sent to the awarded vendor(s) for execution. Any changes in contract shall be in writing and must be signed by both Harris County and the award vendor.

#### **USAGE REPORT**

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this bid. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harris County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

#### **VENDOR QUALIFICATIONS**

Vendor may not use Harris County or any other Harris County agency/department as a client reference. Harris County may utilize a Dun & Bradstreet analysis in reviewing vendor's history and qualifications. **Vendor should be within a 100-mile radius of the Harris County Clerk's Election Technology Center (ETC) at located at 11525 Todd Street, Houston, Texas 77055 as the HCCED may inspect the workshop**

and printing plant for press checks. Vendor must complete attachment h., References, and identify the following:

1. All major material suppliers expected to be used to fulfill the requirements of this bid, for example, suppliers of stock, inks, negatives, etc.,
2. All major subcontractors to be used to fulfill the requirements of this bid, for example, printer, typesetter, copywriter, etc. If subcontracting design services and/or copywriting, vendor **MUST** supply subcontractors design and copywriting references as well.

**NOTE:** In addition, should the awarded vendor use any subcontractor(s) for services and/or products required under this contract and the total amount bid exceeds \$25,000, the vendor shall be required to obtain a payment bond for the total amount the vendor bids and for the entire initial term of the contract. By law, any subcontractor used on any Harris County contract/job must be paid by the awarded vendor. Any cost associated with the payment bond must be included in the costs associated with this contract. A new payment bond will be required each year the contract is renewed. Harris County will provide the appropriate bond documents to the awarded vendor to complete and submit prior to commencing any work.

3. Client references for similar jobs **MUST** include: 1) editorial coordination, copywriting and design production, 2) printing services and 3) management of mail list and mailing services that are similar to those required by this bid.

### **SPECIAL REQUIREMENTS**

Specifications may reference name brands and/or model/part numbers. It is not the intent of Harris 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. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. If product/equipment other than the model and brand referenced in these specifications is offered, the vendor should include descriptive literature, including specifications describing products offered as equal to or better than required. Harris County shall act as sole judge in determining equality and acceptability of products offered. Any substitutions of contract items must be of equal pricing and quality and must meet or exceed specifications as listed and be approved by Harris County Purchasing.

Vendor may offer for sale additional items related to the scope of goods and/or services described above and/or listed in the Pricing/Delivery Information Section of this bid by identifying other items and/or brands not identified by Harris County in this bid. Though the "related items" offered may be considered during the award recommendation, and/or may be made a part of a subsequent contract, if any, with Harris County, the effect of the related items cannot be extended and totaled in determining the lowest bidder since an estimated usage is unknown. **Purchases by Harris County of related items should not exceed 20% of the total annual purchases under the contract.**

All items shall be typeset; "shooting" from copy is not permitted. Harris County may not have current artwork for the documents and materials to be provided by the vendor under this contract; therefore, some documents and materials will have to be recreated. Harris County will supply the text to the vendor. The HCCED will approve all proofs after the vendor has typeset the documents, but prior to printing the documents. All ballot by mail supplies shall be delivered no later than twenty (20) business days before scheduled elections to ETC. All other items shall be delivered on an as needed basis within ten (10) business days from the request.



**The rates quoted on the Pricing/Delivery Information sheet(s) must be all-inclusive.** "All-inclusive" shall be construed as costs incorporating all charges for materials, equipment, transportation, delivery and any other cost incurred. No separate line rates or charges will be accepted. At the end of the term of the contract, the vendor shall deliver all artwork, film and/or electronic copies of all items produced under this contract.

This bid or the Commissioners Court approved award to the vendor(s) for the requirement stated in this solicitation does not obligate Harris County to the eventual purchase of any product/services described, implied or which may be proposed.

### **SPECIFICATION**

The vendor shall produce, deliver and unpack, FOB inside, the ballot by mail supplies, services, and related items described herein to ETC located at 11525 Todd Street, Houston, Texas 77055. Ballot by mail supplies for various polling locations across Harris County shall be delivered no later than thirty (30) days before election day to ETC for each election. The vendor shall deliver, unload and organize the items according to the instructions given by Harris County. Handwork shall be required. Drop shipments are not acceptable and will be rejected.

Descriptions of items to be produced, packaged and delivered are as follows:

1. P-1S - Application to Vote Early by Mail, 11" x 11 ¾" (Ref: Wassau Opaque Cover, Vellum) finish, 65 lb. stock, white, blue and PMS 485 red inks, printed on two sides, in two languages English/Spanish; blind perforation to detach to 11" x 5 7/8 ", perforation should not allow easy tearing, unglued, 200/pkg.
2. P-1V - Application to Vote Early by Mail, 11" x 11 ¾", (Ref: Springhill Tag), 70 lb. stock, canary, blue and PMS 485 red inks, printed on two sides, in two languages: English/Vietnamese, blind perforation to detach to 11" x 5 7/8", perforation should not allow easy tearing, unglued, 200/pkg.
3. P-1C - Application to Vote Early by Mail, 11" x 11 ¾", (Ref: Springhill Tag), 70 lb. stock, salmon, black and PMS 485 red inks, printed on two sides, in two languages: English/Chinese, blind perforation to detach to 11" x 5 7/8", perforation should not allow easy tearing, unglued, 200/pkg.
4. P-2 - Envelope - Record of Ballot by Mail 9 ½ " x 12 ½ ", 28lb. catalog envelope, open end, no glue on the flap, manila stock, black ink, printed on one side, 500/box.
5. P-2D - Envelope - Record of Democrat Ballot by Mail, 9 ½ " x 12 ½ ", 28 lb. catalog envelope open end, no glue on the flap, white stock, black ink, printed on one side, 500/box.
6. P-2R - Envelope - Record of Republican Ballot by Mail, 9 ½ " x 12 ½ " 28 lb., catalog envelope, open end, no glue on the flap, blue stock, black ink, printed on one side, 500/box.
7. P-3 - Envelope - Record of Emergency Late Ballot Due to Sickness Or Physical Disability, 9 ½ " x 12 ½ ", 28 lb., catalog envelope, open end, no glue on the flap, manila stock, black ink, printed one on one side, 500/box.
8. P-4 - Envelope - Record of Emergency Ballot Due to Death In Family, 9 ½ " x 12 ½ ", 28 lb., catalog envelope, open end, no glue on the flap, manila stock, black ink, printed on one side, 500/box.

9. P-5 - Envelope - Record of Emergency Ballot on Election Day by Disabled Voter , 9 ½ " x 12 ½ " , 28 lb., catalog envelope, open end, no glue on the flap, manila stock, black ink, printed on one side, 500/box.
10. P-6 - Acknowledgment Card - Regular , 6" x 4" , 110 lb. index card stock, white, black ink, printed on two sides, in four languages: English, Spanish, Chinese and Vietnamese, 100/pkg.
11. P-6-2 - Acknowledgment Card - Regular – Primary Elections, 6" x 4" , 110 lb., index card stock, white, black ink, printed on two sides in four languages: English, Spanish, Chinese and Vietnamese, 100/pkg.
12. P-8 - Acknowledgment Card - Indicia/Film Code , 7" x 5" , 110 lb. index card stock, white, PMS 485 red and black inks, printed on two sides, one color per side, in four languages: English, Spanish, Chinese and Vietnamese, 100/pkg.
13. P-9- Acknowledgment Card - Indicia/Film Code - 3 Elections , 7" x 5" , 110 lb. index card stock, white, PMS 485 red and black inks, printed on two sides, one color per side, in four languages: English, Spanish, Chinese and Vietnamese, 100/pkg.
14. P-11- Change of Address Acknowledgment Card - Indicia/Film Code, 7" x 5" , 110 lb. index card stock, white, PMS 485 red and black inks, printed on two sides, one color per side, in four languages: English, Spanish, Chinese and Vietnamese, 100/pkg.
15. P-12 - Ballot Envelope - English/Spanish, 5 ¾ " x 8 ¾ " 24lb., custom envelope, wallet flap, white bond stock, black ink, printed on two sides, 500/box.
16. P-13 - Mailing Envelope – Regular, English/Spanish, 6 ½ " x 10" , 24lb, custom envelope, "V" flap, white bond stock, black ink, printed on one side, 500/box.
17. P-14 - Carrier Envelope - Regular - Bar Code, English/Spanish, 6" x 9" , 24 lb., custom envelope, wallet flap, white bond stock, PMS 485 red, PMS 108 yellow, and black ink on one side, black only on second side, 500/box.
18. P-15 - FPCA Mailing Envelope English/Spanish - Indicia/Film Code, 6 ½ " x 10" , 24 lb., custom envelope, "V" flap, white bond stock, PMS 485 red and PMS 294 blue inks, printed on one side, with black and red inks on the other side; 500/box.
19. P-16 - FPCA Carrier Envelope English/Spanish - Indicia/Film Code/Bar Code, 6" x 9" , 24 lb., custom envelope, wallet flap, white bond stock, PMS 485 red and PMS 294 blue inks, printed on one side, with black and red inks on the other side, 500/box.
20. P-18 - Rejected Application Envelope, 6" x 11½" , 24lb., custom envelope, 1½" wallet flap, white stock, black ink, print on one side, 500/box.
21. P-19 - FPCA Envelope - Indicia/Film Code, 7 ½ " x 10 ½ " , catalog envelope, open end, manila stock, PMS 485 red and process blue inks, printed on one side, 500/box.
22. P-20 - FPCA Mail-Out Envelope - Indicia/Film Code, regular #10, 20 lb. bond (Ref: Nekoosa or equivalent), "V" flap, blue stock, PMS 485 red ink, printed on one side, 500/box.

23. P-22 - FPCA Return Envelope - Indicia/Film Code (P-22), regular #10, 20 lb. bond (Ref: Nekoosa or equivalent), "V" flap, blue stock, PMS 485 red ink, printed on one side, 500/box.
24. P-23 - Ballot Envelope - English/Vietnamese, 5 ¾" x 8¾", 24 lb., custom envelope, wallet flap, white bond stock, black ink, printed on two sides, 500/box.
25. P-24 - Carrier Envelope - English/Vietnamese, 6" x 9", 24lb., custom envelope, wallet flap, white bond stock, PMS 485 red, PMS 108 yellow, and black ink on one side, black only on second side, 500/box.
26. P-25 - Mailing Envelope - English/Vietnamese, 6 ½" x 10", 24 lb., custom envelope, "V" flap, white bond stock; black ink, printed on one side, 500/box.
27. P-26 - FPCA Carrier Envelope - English/Vietnamese, 6" x 9", 24 lb., custom envelopes, wallet flap, white bond stock, PMS 485 red and PMS 294 blue inks, printed on one side, black and red ink on the other side, 500/box.
28. P-27 - FPCA Mailing Envelope - English/Vietnamese, 6½" x 10", 24 lb., custom envelope, "V" flap, white stock, PMS 485 red and PMS 294 blue inks, printed on one side, 500/box.
29. P-28 Envelope - FPCA Record of Ballot by Mail, 9½" x 12½", 24 lb., custom envelope (Ref: Wausaw exact off-set red or equivalent), black ink, printed on two sides, 500/box.
30. P-29 Ballot Envelope - English/Chinese, 5¾" x 8¾" 24lb., custom envelope, wallet flap, white bond stock, black ink, printed on two sides, 500/box.
31. P-30 - Mailing Envelope, English/Chinese, 6½" x 10", 24lb., custom envelope, "V" flap, white bond stock, black ink, printed on one side, 500/box.
32. P-31 - Carrier Envelope - Bar Code, English/Chinese 6" x 9", 24 lb., custom envelope, wallet flap, white bond stock, PMS 485 red, PMS 108 yellow, and black ink on one side, black only on second side, 500/box.
33. P-32 - FPCA Mailing Envelope English/Chinese - Indicia/Film Code, 6½" x 10", 24 lb., custom envelope, "V" flap, white bond stock, PMS 485 red and PMS 294 blue inks, printed on one side, with black and red inks on the other side, 500/box.
34. P-33 - FPCA Carrier Envelope English/Chinese - Indicia/Film Code/Bar Code, 6" x 9", 24 lb., custom envelope, wallet flap, white bond stock, PMS 485 red and PMS 294 blue inks printed on one side, with black and red ink on the other side, 500/box.
35. P-34 - Ballot Now Paper, 8½" x 11", 17" x 22" ballot paper stock supplied by Harris County and will be cut to size by the vendor, require red ink in lower right hand corner, ½" lower right hand corner cut, printed on one side, 100/pkg.
36. P-35 - Ballot Now Paper, 8½" x 14", 17" x 22" ballot paper stock supplied by Harris County, and will be cut to size by the vendor, require red ink in lower right hand corner, ½" lower right hand corner cut, 100/pkg.

37. P-36 - Ballot Now Paper, 11" x 17", 17" x 22" ballot paper stock supplied by Harris County, and will be cut to size by the vendor, require red ink in lower right hand corner, ½" lower right hand corner cut, 100/pkg.
38. P-37 - Ballot Now Paper, 8½" x 11", 17" x 22" ballot paper stock supplied by Harris County, and will be cut to size by the vendor, require red ink in lower right hand corner w/blue border on top and bottom of page – two sides, ½" lower right hand corner cut, 100/pkg.
39. P-38 - Ballot Now Paper, 8½" x 14", 17" x 22" ballot paper stock supplied by Harris County, and will be cut to size by the vendor, require red ink in lower right hand corner w/blue border on top and bottom of page – two sides, ½" lower right hand corner cut, 100/pkg.
40. P-39 - Ballot Now Paper, 11" x 17", 17" x 22" ballot paper stock supplied by Harris County, and will be cut to size by the vendor, require red ink in lower right hand corner w/blue border on top and bottom of page – two sides, ½" lower right hand corner cut, 100/pkg.
41. P-40 - Mailing Envelope – Regular, 6 ½ " x 10", 24lb., custom envelope, "V" flap, white bond stock, not printed, 500/box.

### PRICING/DELIVERY INFORMATION

#### PRICING

Vendor must complete open spaces provided below and the subsequent page. Quantities are estimated; Harris County may require more or less. In case of discrepancy between unit pricing and total pricing, **unit pricing governs**. Harris County may award by total, by group, by item, or as best serves the County. **Pricing must be all inclusive. Harris County will not allow for any other rates or charges.** Please refer to pages 13-16 for further detail on the items specified below and following page.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Total Price</u>
1	P-1S - Application to Vote Early by Mail Forms EN/SP	200/pkg	900	\$ 13.69	\$ 12,321.
2	P-1V - Application to Vote Early by Mail Forms EN/VN	200/pkg	150	\$ 11.63	\$ 1,744.50
3	P-1C - Application to Vote Early by Mail Forms EN/TCH	200/pkg	50	\$ 15.49	\$ 797.
4	P-2 - Envelopes - Record of Ballot by Mail	500/box	1	\$ 210.	\$ 210.
5	P-2D - Envelopes - Record of Democrat Ballot by Mail	500/box	1	\$ 196.	\$ 196.
6	P-2R - Envelopes - Record of Republican Ballot by Mail	500/box	1	\$ 210.	\$ 210.
7	P-3 - Envelope - Record of Emergency Ballot - Sick	500/box	1	\$ 210.	\$ 210.
8	P-4 - Envelope - Record of Emergency Ballot -Death	500/box	1	\$ 210.	\$ 210.
9	P-5 - Envelope - Record of Emergency Ballot - Disability	500/box	1	\$ 210.	\$ 210.
10	P-6 - Acknowledgment Cards EN, SP, VN, TCH	100/pkg	225	\$ 2.65	\$ 596.25
11	P-6-2 - Acknowledgment Cards Primary EN, SP, VN, TCH	100/pkg	100	\$ 2.99	\$ 299.
12	P-8 - Acknowledgment Cards FPCA EN, SP, VN, TCH	100/pkg	150	\$ 3.64	\$ 546.
13	P-9 - Acknowledgment Cards FPCA EN, SP, VN, TCH	100/pkg	150	\$ 3.64	\$ 546.
14	P-11 - Change of Address Acknowledgment Cards EN, SP, VN, TCH	100/pkg	30	\$ 5.86	\$ 175.80
15	P-12 - Ballot Envelope-English/Spanish	500/box	1,000	\$ 20.37	\$ 20,370.
16	P-13 - Mailing Envelope - Regular-EN/SP	500/box	1,000	\$ 15.61	\$ 15,610.
17	P-14 - Carrier Envelope - Regular-EN/SP	500/box	1,000	\$ 22.47	\$ 22,470.
18	P-15 - Mailing Envelope -FPCA-EN/SP	500/box	40	\$ 22.72	\$ 908.80
19	P-16 - Carrier Envelope -FPCA-EN/SP	500/box	40	\$ 22.47	\$ 898.80
20	P-18 - Envelope for Rejected Application	500/box	30	\$ 40.70	\$ 1,221.
21	P-19 - FPCA Envelope	500/box	30	\$ 76.06	\$ 2,281.80
22	P-20 - FPCA Mail - Out Envelope	500/box	5	\$ 34.40	\$ 172.

Item No.	Description	Unit of Measure	Estimated Quantities	Unit Price	Total Price
23	P-22 - FPCA Return Envelope	500/box	5	\$ 34.40	\$ 172.
24	P-23 - Ballot Envelope - EN/VN	500/box	12	\$ 28.33	\$ 345.96
25	P-24 - Carrier Envelope-EN/VN	500/box	6	\$ 55.16	\$ 330.96
26	P-25 - Mailing Envelope-EN/VN	500/box	6	\$ 23.33	\$ 139.98
27	P-26 - FPCA Carrier Envelope EN/VN	500/box	6	\$ 46.	\$ 276.
28	P-27 - FPCA Mailing Envelope EN/VN	500/box	6	\$ 42.	\$ 252.
29	P-28 - FPCA Record of Ballot by Mail Envelope	500/box	1	\$ 230.	\$ 230.
30	P-29 - Ballot Envelope - EN/TCH	500/box	3	\$ 42.66	\$ 127.98
31	P-30 - Mailing Envelope - EN/TCH	500/box	2	\$ 29.50	\$ 59.
32	P-31-Carrier Envelope - EN/TCH	500/box	2	\$ 84.50	\$ 169.
33	P-32 - FPCA Mailing Envelope -EN/TCH	500/box	1	\$ 120.	\$ 120.
34	P-33 - FPCA Carrier Envelope - EN/TCH	500/box	1	\$ 122	\$ 122
35	P-34 - Ballot Now Paper, 8½" X 11"	100/pkg	1,000	\$ 1.75	\$ 1,750.
36	P-35 - Ballot Now Paper, 8½" X 14"	100/pkg	10	\$ 5.80	\$ 58.
37	P-36 - Ballot Now Paper, 11" X 17"	100/pkg	5,000	\$ 1.33	\$ 6,650.
38	P-37 - Ballot Now Paper w/Blue Border, 8½" X 11"	100/pkg	500	\$ 1.95	\$ 975.
39	P-38 - Ballot Now Paper w/Blue Border, 8½" X 14"	100/pkg	10	\$ 14.50	\$ 145.
40	P-39 - Ballot Now Paper w/Blue Border, 11" X 17"	100/pkg	200	\$ 4.60	\$ 920.
41	P-40 - Mailing Envelope	500/box	1	\$ 12.	\$ 12.
				Grand Total	\$ 95,058.8.

#### RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.



**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 46-2368601

Company Name submitting Bid/Proposal: OD's Printing

Mailing Address: 21 Stonecroft Pl.

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

## Dolphin Graphics

**I. Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Harris County Tax Acct. No.\*Property address or location\*\*


*\* This is the property account identification number assigned by the Harris County Appraisal District.*

**\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.**

II. **Harris County Debt** - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No If yes, attach a separate page explaining the debt.

**III. Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that OD's Printing is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code  
[Company Name]  
§2252.001 and our principal place of business is \_\_\_\_\_.  
[City and State]

### MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. **Workers Compensation**, as required by the laws of Texas, and **Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. **Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

**REFERENCE SHEET**

*Please complete all blanks appropriately and return with the bid packet.*

**A. General Information**

Name: OD's Printing - Kathy Pola

City: The Woodlands

State: Tx. Zip Code: 77381

Telephone: (713) 896-0052 Fax: ( ) NA

Location of print shop, if different than listed above  
5601 Benthoff, Suite 530 Houston, Tx 77036

Number of employees: 50-Dolphin Number of press operators 15-Dolphin  
OD's - 2

Number of years in business 50

Type & number of print press(es) to be used by printer: 6 Konica

2-Canon Color Press, 2 Xerox Color Press

Type & number of print press(es) to be used by printer: 5-Neidelberg

Ryole, Kongs - 5

Contract requires the vendor to have ability to recreate all art, match type/fonts and ink colors.

- 1) Does vendor have in-house art shop or software and typesetting capabilities for desktop intervention?  
Yes ☒ No ☐

If no, list subcontracted services in part C. of attachment h.

- 2) Type of software: All Adobe Suite, Photoshop, Illustrator, Indesign, Creative Suite

- 3) Does vendor have Photoshop and Microsoft Publisher capabilities? Yes ☒ No ☐

- 4) Can vendor provide color match proofs? Yes ☒ No ☐

- 5) Can vendor provide ink samples if electronic proof does not show color correctly?  
Yes ☒ No ☐

- 6) Does vendor have mail-house capabilities? Yes ☒ No ☐

**B. Supply References**

1.        Vendor does not intend to directly employ any major suppliers in the production of the items required in this bid,

or,

Vendor shall utilize the following in the production of the items required in the bid:

2. Supplier: Papercone  
Contact: \_\_\_\_\_  
Location: 3200 Fern Valley Rd.  
City: Louisville  
State: KY Zip Code: 40213  
Telephone: 502 961-9493 Fax: ( ) N/A  
Type of supply provided by the reference Envelopes

3. Supplier: Olmsted - Kirk Paper Co.  
Contact: John Roster  
Location: 743 Harvard St.  
City: Houston, Tx  
State: Tx Zip Code: 77077  
Telephone: 713 868-8056 Fax: ( ) N/A  
Type of supply provided by the reference Various types of paper

**C. Subcontractor References**

1. ☒ Vendor does not intend to employ any subcontractor(s) for the production of any part of the items required by this bid,  
or, Dolphin my partner will print everything in house

The following subcontractor(s) shall be utilized (if the total amount of the vendor's bid exceeds \$25,000, then the awarded vendor will be required to obtain a payment bond for the contract):

2. Subcontractor: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Location: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Service provided \_\_\_\_\_

3. Subcontractor: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Location: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Service provided \_\_\_\_\_

D. Client references that are similar to job described in bid:

1. Client: Harris County Clerk office  
Contact: Adrian Davis  
Location: 201 Caroline, Suite 650  
City: Houston  
State: Tx. Zip Code: 77002  
Telephone: (713) 274-8658 Fax: (713) 755-5532  
Quantity of job Thousands of printed and nonprinted envelopes

2. Client: Harris County 911  
Contact: Daneda Hughes  
Location: 10220 Fairbanks N. Houston  
City: Houston  
State: Tx Zip Code: 77064  
Telephone: (281) 949-5503 Fax: (832) 912-1911  
Quantity of job Thousands of envelopes printed

3. Client: Harris County Public Health  
Contact: (April Swan) retired now  
Location: 2223 West Loop South  
City: Houston  
State: Tx Zip Code: 77027  
Telephone: (713) 439-6193 Fax: ( ) N/A  
Quantity of job: Thousands of 4 color printed work  
in several languages.

4. Client: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Location: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Quantity of job: \_\_\_\_\_

5. Client: Hydro Chem PSC  
Contact: Cassidy Townsend  
Location: 900 Georgia Ave.  
City: Deer Park  
State: Tx. Zip Code: 77536  
Telephone: (713) 393-5945 Fax: ( ) N/A  
Quantity of job: all types of printing at  
different quantities.