



April 5, 2011

Williamson County Purchasing Department
Attn: Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Optical Scan Ballot Printing 11WCA032

Ms: Brenda Fuller;

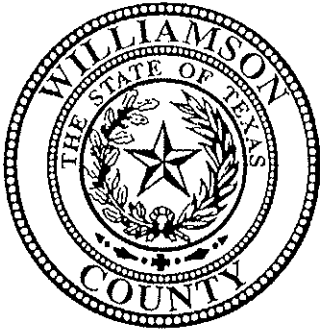
This letter is to inform you that Hart InterCivic, Inc. wishes to renew our current Optical Scan Ballot Printing contract for the above referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Phillip W. Braithwaite', with a long, sweeping horizontal line extending to the right.

Phillip W. Braithwaite
President
512.252.6400



**WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP – SUITE 106
GEORGETOWN, TEXAS 78626**

<http://www.wilco.org/purchasing>

August 10, 2010

Hart InterCivic
Phillip Braithwaite
15500 Wells Port Drive
Austin, TX 78728

RE: Bid/Contract # 11WCA032– Optical Scan Ballot Printing for Williamson County

Dear Mr. Braithwaite,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Optical Scan Ballot Printing to your company for the contract period August 10, 2010 through September 30, 2011. Your contract number is 11WCA023.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
BALLOT PRINTING FOR WILLIAMSON COUNTY ELECTIONS DEPARTMENT
BID NUMBER: 11WCA032

NAME OF BIDDER: Hart InterCivic

Mailing Address: 15500 Wells Port Drive

City: Austin State: TX Zip: 78728

Email Address: ktrethewey@hartic.com

Telephone: (512) 252-6806 Fax: (512) 252-6923

Mobile Phone: (512) 809-6361

ITEM #	Ballot size	cost per unit
1	8 ½ x 14" printing on one side	.23
2	8 ½ x 17" printing on one side	.24
3	8 ½ x 14" printing on two sides	.23
4	8 ½ x 17" printing on two sides	.24

CHECK ONE OF THE FOLLOWING:

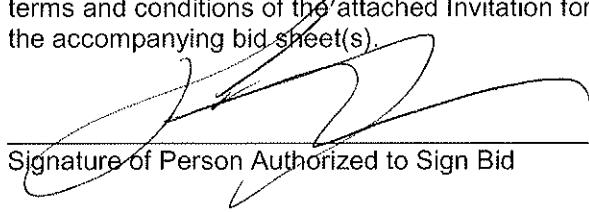
☒ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

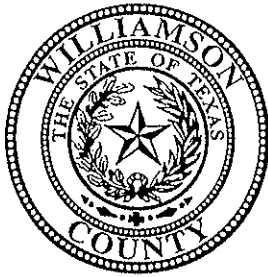

Signature of Person Authorized to Sign Bid

Date of Bid: 7/26/10

Printed Name and Title of Signer: Phillip Braithwaite, Senior Vice President, General Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

OPTICAL SCAN BALLOT PRINTING FOR WILLIAMSON COUNTY ELECTION DEPARTMENT

BID NUMBER: 11WCA032

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 27, 2010 – 9:30 AM

BIDS WILL BE PUBLICLY OPENED: JULY 27, 2010 – 10:00 AM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **Thursday, July 27, 2010 at 9:30 AM**. Bids will be publicly opened at 10:00 AM or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

METHODS: Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

FAX/EMAIL: Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:

<http://www.wilco.org/vendorinfo>

Failure to follow these instructions may cause your bid to be rejected.

BID REQUIREMENTS

SUBMITTAL: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

SEALED: All bids must be returned in a sealed envelope with the bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

CONTRACT: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Under this contract, Rick Barron, Elections Administrator, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is Date of award through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS At the end of the contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the

same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published in March prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-eight (38) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Rick Barron
301 SE Inner Loop – Suite 104
Georgetown, TX 78626
(512) 943-1622
Khancock@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2011. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price.

Any limit on quantities available must be stated expressly in the bid.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2008 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKERS' COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

BID SPECIFICATIONS

General Information:

Williamson County Election Department is soliciting bids for the printing of optical scan ballots for Election Systems & Software model 650 and model 100.

All items must comply with laws and requirements of the Texas Secretary of State.

Quantity will vary as it depends on the number of registered voters, projected turnout, type of election, and that can vary greatly from election to election. On average could range from 47,000 to 160,000 ballots ordered.

Successful vendor must be a printer company certified by Election Systems & Services.

Ballots will be produced from PDF file provided to the vendor by the Williamson County Election Department **45 calendar days** prior to an election, or as soon thereafter as possible.

All ballots shall be printed in both English and Spanish and sequentially numbered with no missing, blank or duplicate numbers allowed, unless otherwise specified.

An appropriate quality assurance process must be in place.

Because of the close scrutiny given to elections, it is imperative that ballot printing be accurate. The printer will be accountable for readability of the ballot by the ES & S hardware M650 and M100. The results must be able to be tabulated by Elections Return Management software version(s) tabulator certified by the Texas Secretary of State.

Proof of ballots must be sent to Elections Administrator. Vendor will not begin printing ballots until approved ballot has been received from Williamson County via email or hardcopy. Proofs will be marked with either "corrections" or "approved" by the Elections Administrator. Williamson County is not responsible and will not pay for any material printed without prior approval.

Early Voting ballots will be printed immediately after the ballot approval has been received. Shipping will be via UPS with two-three day delivery unless otherwise requested by Williamson County.

Ballots will be shrink-wrapped in packages of not more than 100 ballots per package. Ballots will be packaged by ballot style within each precinct. A carton may contain more than one precinct's ballots, but there will not be a precinct split between cartons.

Each carton will be labeled on the outside as to the contents of the carton. The label will list the precinct number, ballot style number, serial numbers, and number of ballots for each ballot style.

Election Day ballots will be held until Williamson County requests vendor to send ballots. Election Day ballots will be shipped regular surface freight, unless request is made by Williamson County to ship via a different method.

Successful bidder should have had experience with a like-size County. List any references we may contact.

Due to statutory restrictions, it is imperative that ballots be completed in a timely manner. Completed ballots must be delivered to the Election Department within 7 calendar days from the date the approval of all ballot proofs is given to the printer.

Technical Information:

Ballot will be printed on 80# Opaque or equivalent virgin paper – very little specs or flakes of foreign material that would impede the reading of the ballot, preferably non-recycled paper – if recycled, no more than 25% recycled material allowed.

Printing on one or two sides

Size:

8 ½ x 14"

8 ½ x 17"

Color: white, no stub

WILLIAMSON COUNTY BID FORM
BALLOT PRINTING FOR WILLIAMSON COUNTY ELECTIONS DEPARTMENT
BID NUMBER: 11WCA032

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	Ballot size	cost per unit
1	8 ½ x 14" printing on one side	
2	8 ½ x 17" printing on one side	
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CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

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- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid:

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID