



COUNTY OF EL PASO  
County Purchasing Department  
800 E. Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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## Notice to Interested Parties

### **DUE TO THE CURRENT DISASTER DECLARATION**

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, July 1, 2021, to be opened at the County Purchasing Office the same date for Printing and Mailing Services for Voter Registration Certificates and Address Confirmation Forms for the County of El Paso. **No in-person submittals are allowed. Vendors must mail via USPS or third-party carrier (i.e. FedEx/UPS).** The County of El Paso is not responsible for late deliveries of any kind or any reason.

**Bids must be in a sealed envelope and marked:  
"Bid to be opened Thursday, July 1, 2021  
Printing and Mailing Services for Voter Registration  
Certificates and Address Confirmation  
Forms for the County of El Paso  
Bid 21-025"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, June 17, 2021, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com); click button labeled "Directory", search for and select "Purchasing", click on button labeled "List of Bids".

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Payment shall be made through County funds after completion of goods or services. Purchase Orders will be issued as required. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

Bids and construction projects in excess of \$100,000, the bidder shall furnish a certified cashier's check made payable to the order of County of El Paso or a good and sufficient Bid Bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the

opening. Successful bidder must comply with all bonding requirements as stated in the Texas Local Government Code §262.032.

In order to remain active on the El Paso County Vendor list, each vendor receiving this bid must respond in some form. Vendors submitting a bid must meet or exceed all specifications herein. Vendors submitting a no bid must submit their reason in writing to the El Paso County Purchasing Department.

### **DUE TO THE CURRENT DISASTER DECLARATION**

**Note:** The County of El Paso is not responsible for late deliveries of any kind or any reason.

Due to the County of El Paso Declaration of Local Disaster for the Public Health Emergency regarding COVID-19, The County Courthouse and all County Buildings and Facilities have closed to the public effective Monday, March 23, 2020, until further notice.

While all County buildings are closed to the public, all scheduled bid openings will occur via live video feed at the County YouTube Channel  
[https://www.youtube.com/channel/UCXwcq\\_JYs28xwL14oGAVPZg/videos](https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZg/videos).

During the live broadcast, citizens may call in at telephone (915) 546-2048 ext.4529. Allow for a 10-second delay during the live broadcast.

**DEBRA CARREJO-TRULL CPPO, CPPB**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR BID WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I \_\_\_\_\_ am an officer, principal, or individual  
(Full Name)  
authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or bid to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

**EL PASO COUNTY SIGNATURE PAGE**

<p><b>Bid 21-025</b> <b>Printing and Mailing Services for Voter Registration</b> <b>Certificates and Address Confirmation</b> <b>Forms for the County of El Paso</b> Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and two (2) electronic versions of the complete bid (CD/DVD/Flash drive) in Word/PDF Format. Electronic copies must reflect the original hard copy.</b></p>

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:  
F. O. B. El Paso County

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number (Applicable to Grant Funded Project)

\_\_\_\_\_

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL BIDS\*\*\***

# **Printing and Mailing Services for Voter Registration Certificates and Address Confirmation Forms for the County of El Paso**

**Bid 21-025**



**Opening Date  
Thursday, July 1, 2021**

The County of El Paso is seeking qualified print/mail contractors to provide printing and mailing services for: **Years 2021-2023 and 2023-2025**. Changes to specifications will change to meet Texas Secretary of State requirements. Vendor must abide to any modifications made by the State for the term of the contract.

A) Voter Registration Certificates, and

B) Voter Registration Address Confirmation Forms.

As these print projects differ greatly in complexity, separate bid specifications and price sheets are provided. Contractors may bid on A), B), or both projects. The County reserves the right to award Project A) and B) to separate contractors.

For mailings after the mass mail out, proofs of Voter Registration Certificates and Change of Address Confirmations must be submitted via email within 24-48 hours. Once approved, Voter Registration Certificates and Change of Address Confirmations must be mailed within 24-48 hours.

#### **A. SCOPE OF WORK – VOTER REGISTRATION CERTIFICATES**

The contractor must provide all materials, artwork, printing of certificate masters, printing variable data, cutting, shipping, handling, and mailing of Voter Registration Certificates. Requested pricing must be based on:

- 1) Processing approximately 80,000 cut pieces during the subsequent year and;
- 2) Providing approximately 8,334 3-up uncut sheets to yield 25,000 certificates for the County's office use.

The processing, printing, and mailing will be in accordance with Secretary of State of Texas, Voter Registration Certificate Directive included with this packet. (Section 2.2, 2<sup>nd</sup> paragraph does not apply to the County of El Paso.)

#### **Design, Printing and Processing of Voter Certificates:**

Within seven (7) days after receipt of an El Paso County purchase order, the contractor will design, format and submit a sample of the Voter Registration Certificate to the El Paso County Elections Office to approve.

The color for the certificate is Pantone 1485 (Orange). The stock is white index or the equivalent. To meet postal requirements, the paper must be at least .007" thick and not more than .016" thick. The front side of the certificate is to be printed with Pantone 1070 (Yellow) color. The language on the certificate will be in black ink (changes to specifications will change to meet Texas Secretary of State requirements).

The County desires the printer to use 8 ½" x 14" paper which will yield three certificates per sheet. The County will send vendor awarded a sample of certificate sheet. Contractor will not proceed further until the El Paso County Elections Administrator has approved the final sample.



**Item #1** Upon approval, the contractor will print the master certificates (Items 2 & 3) 3-up on 8 1/2" x 14" paper. The voter information will be furnished by the Election Office in acceptable electronic format. The County has a mail permit number which can be provided to the contractor; however, the Contractor may use his own permit number if desired. The master certificates shall be cut to size 4 1/8" x 6".

The Contractor must mail the certificates in accordance with the Voter Registration Certificate Directive. The certificates can be delivered to any post office in the State of Texas for mailing. The County will provide a separate check for the postage payable to the US Postmaster.

Upon request, Vendor must provide the El Paso County Elections Administrator with records of mailing by batch and date, including logs, or receipts provided by the USPS.

Contractor will be responsible for any freight charges incurred for delivery. Contractor will be responsible for postal acceptance.

**Item #2** The County will send out up to 80,000 certificates. The voter information variable data will be furnished to the contractor on an as-needed basis. The contractor must laser print the individualized voter information (variable data) on these certificates, cut the certificate to size 4 1/8" x 6", and utilized the same mail procedures as described in Item #1 to mail the certificates to recipients.

**Item #3** Upon completion of the mass mailing described in Item #1, contractor must deliver up to 8,334 3-up uncut sheets that yield 25,000 certificates to the County Elections Office. The 3-up sheets must have **no mail permit number and no variable data**. The 3-up sheets shall be perforated so the County can easily print and trim them to 4 1/8" x 6".

### **Contractor Qualifications:**

To qualify for bidding on this project, bidder must have been in business of printing, processing, and mailing for least three (3) years and have prior experience with printing, processing, and mailing of items similar to the voter certificates described in this bid (sample attached).

**Vendor must be on the Texas Secretary of State certified printers and vendor list. Vendor must be on the approval list from the State prior to participate in this bid.**

### **Subcontracting for Services:**

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

## **B. SCOPE OF WORK –VOTER REGISTRATION ADDRESS CONFIRMATION FORMS**

The contractor must provide all materials, artwork, printing of Voter Registration Address Confirmation forms, printing variable data, cutting, folding, tabbing, shipping, handling, and mailing of 80,000 Confirmation Forms. The variable data will be provided periodically throughout the year; however, no quantities are known at this time. At times there will be more than 500 pieces mailed out at a time; other times there will be less than 500 pieces.

### **Design, Printing and Processing of Voter Confirmation Forms**

The contractor will design, format and submit a proof sample of the Voter Confirmation Form and submit to the El Paso County Elections Office. Contractor will not proceed until the Elections Administrator has approved the final proof.

The Confirmation Forms have a finished size of 6" wide x 12 ½" high and are tri-folded down to mailing size of 6" wide x 4" high.

The paper stock: Tag basis wt. 100, Color: Cream (manila). Paper stock must meet USPS postcard regulations.

Ink - Printed on both sides: Black Ink

Glue Strip – There shall be a glue strip or provide ½" pressure sensitive tape as indicated on the attached sample.

Perforation – One horizontal perforation.

Variable Data - Variable data voter information will be provided to the contractor on an as-needed basis throughout this two-year period. The variable data will be furnished in acceptable electronic format. The contractor shall laser print the individualized voter information (variable data), queue id number, and bar code on each confirmation form.

Cut – Cut to finished size 6" wide x 12 ½" high

Fold – Tri-fold to 6" wide x 4" high for mailing.

Tab – Two seal tabs shall be affixed on each 6" end of the form.

Mail – Forms shall be mailed first class. The County has a mail permit number which can be provided to the contractor; however, the Contractor may use his own permit number if desired. The Confirmation Forms can be delivered to any post office in the State of Texas for mailing. The County will provide a separate check for the postage payable to the US Postmaster.

Upon request, Vendor must provide the El Paso County Elections Administrator with records of mailing by batch and date, including logs, or receipts provided by the USPS.

Contractor will be responsible for any freight charges incurred for delivery. Contractor will be responsible for postal acceptance.

**Contractor Qualifications:**

To qualify for bidding on this project, bidder must have been in business of printing, processing, and mailing for least three (3) years and have prior experience with printing, processing, and mailing of items similar to the voter certificates described in this bid.

**Vendor must be on the Texas Secretary of State certified printers and vendor list. Vendor must be on the approval list from the State prior to participate in this bid.**

**Subcontracting for Services:**

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

## **Voter Registration Certificate**

**To:** Voter Registrars

**From:** Keith Ingram, Director of Elections

**Subject:** Voter Registration Certificate

**Authority:** Texas Election Code Sections 31.002 and 31.003

**Effective Date:** July 1, 2019

**Superseded Directive:** Secretary of State Directive of September 20, 2017

### **1. SUMMARY AND PURPOSE**

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

### **2. DESCRIPTION OF CERTIFICATE**

**2.1 MODIFICATIONS.** The certificate has been designed to meet the content requirements of Texas Election Code Sections 15.001, 15.002, and 15.003, Texas Administrative Code, Title 1, Part 4, Chapter 81, Subchapter A, RULE §81.10, bilingual requirements of the Federal Voting Rights Act, 42 U.S.C.A. Section 1973aa-1a, the mailing requirements of Texas Election Code Sections 14.001 and 14.002, and regulations of the United States Postal Service regarding size, thickness of paper, address placement, and postage. Various other exigencies such as horizontal and vertical spacing for computers have been considered. To avoid any possible violations of state or federal law, no change to the specifications of the certificate, as provided by this directive, may be made without prior written approval by this office.

Pursuant to Section 15.001 of the Texas Election Code, voter registrars must place the jurisdictional or distinguishing number for the following seven territorial units in which the voter resides: 1. United States Representative; 2. State Senate; 3. State Representative; 4. County Commissioner; 5. Justice of the Peace; 6. City district code; and 7. School district code on the certificate. Section 15.002 authorizes, but does not require, the voter registrar to place up to seven additional jurisdictional designations on the certificate. The Secretary of State has prescribed a certificate with ten boxes for placement of district information, seven for the required districts and three for the optional districts. The Postmaster in Austin has approved this format. Our office recommends that the local postmaster approve the placement of district numbers on the certificate prior to printing if you are using any other format than the one prescribed. Any combination of the three optional district codes may be chosen by the voter registrar for inclusion on the certificate without prior approval.

The TEAM System prints the mandatory seven jurisdictions and provides an option to print up to three more jurisdictions on the certificate. TEAM will preprint the boxes on the certificates as well as the jurisdiction type. The boxes with voter unique identifier (VUID),

year of birth, and valid from date, will also be printed by TEAM and not preprinted on the card stock by your printer. There are two layouts, one for TEAM counties who will actually use TEAM to print voter information on the certificate and one for offline counties and TEAM counties who will contract with a private vendor to print voter data on the certificates. Offline counties must use the layout of the form enclosed but if they wish to print the maximum 14 jurisdictional boxes, they will have to work with their local postmaster on the design.

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

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

Counties using the Secretary of State's TEAM system must print their certificates exactly as shown on the attached sample(s). The layout of the certificate must be exactly as shown on the sample. If a laser printer is used, the certificates must be printed on an 8½" x 14" sheet of paper with a 1" gripper at the top and a ¼" margin on the left side of the paper. Counties using the on-line system cannot barcode the zip code. It is imperative that your printer uses the Secretary of State's layout of the certificate to ensure proper placement of information. Since the TEAM system will be printing the boxes, box types, and jurisdictional numbers, the alignment of information should not be an issue. Please ask your printer to send a proof of your certificate for layout purposes before they are printed to our office for pre-approval. We encourage you to send us your proofs in order to ensure that they are compatible with the TEAM system.

**2.3 COLOR AND PAPER SPECIFICATIONS.** The color for the 2020-2021 certificate is Pantone 1485 (Orange). The stock is white index or the equivalent. To meet postal requirements, the paper must be at least .007" thick and not more than .016" thick. The sample attached is printed on #110 index. When paper is manufactured, there can be a variance in the thickness of the paper, so be sure to state in the specifications that the paper must meet postal requirements for calibration. The front side of the certificate is to be printed with Pantone 1485 (Orange) color. The language on the certificate will be in black ink. Using the Pantone 1485, (Orange) **to "color" the paper will ensure that all**

certificates are printed uniformly across the state. The backside of the certificate may be either printed with the Pantone 1485 (Orange) color or left plain white. The sample attached shows the area that is to be printed in Pantone 1485 (Orange) at 100% solid.

**2.4 FORMAT.** The voter registrar's name, telephone number, and return address must be printed in the upper left-hand corner above the dotted line. Modules 202.4.3 and 202.4.4 of the Domestic Mail Manual ("D.M.M.") requires the postal endorsement "RETURN SERVICE REQUESTED" to be placed ¼" below the return address. The word "Postmaster" is NOT used in conjunction with the endorsement. See Section 3 of this directive for further discussion. "Secretary of State's Office, Elections Division" and the Secretary of State's toll-free number (1-800-252-8683) must be printed directly across from the voter registrar's name and address, as indicated on the attached sample card. The name of the voter registrar's county must be printed directly below the words "Voter Registration Certificate" as indicated on the attached sample card. The state seal is placed to the left of the name of the county. Counties using the Secretary of State's TEAM system must have the county name and the voter registrar's return address and phone number preprinted on the certificate card stock. It is recommended that all counties use a non-bold, 4 pt. sans-serif font for the return address information. Counties using the Secretary of State's TEAM system must have the county name and the voter registrar's return address and phone number preprinted on the certificate card stock. It is recommended that all counties use a non-bold, 4 pt. sans-serif font for the return address information.

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

**2.6 VALID FROM-THRU.** The "VALID FROM" date on all renewal certificates issued to registered voters is JANUARY 1, 2020. The certificate will expire **on DECEMBER 31, 2021**, and that date shall appear on the certificate below "THRU." See Section 3.3 of this directive for the period for mailing renewal certificates.

New registrants whose applications are received and accepted after the **30TH DAY BEFORE JANUARY 1, 2020**, will be issued an initial certificate, and the "VALID FROM" date on the certificate is the same as the effective date of registration. Renewal certificates need not be issued in this instance. See Section 5 of this directive for information regarding new registrants whose registrations will be effective on or after **NOVEMBER 15, 2019**, but before **JANUARY 1, 2020**.

For a voter who changes his or her name or changes his or her address, the "VALID FROM" date on the corrected certificate is the date the change becomes effective. These changes become effective on the 30th day after the voter registrar receives notice of the change. If a registered voter requests a replacement certificate because his or her original certificate has been lost or destroyed, the "VALID FROM" date on the replacement certificate is the same as the date on the certificate that is being replaced. The replacement certificate must have a notation that it is a replacement certificate. The word "replacement" should be printed vertically below the seal.

## **2.7 INFORMATION ON CERTIFICATE.** Texas Administrative Rule §81.10

This outlines the requirements regarding the name of the Voter to print on the Voter Registration Certificate. Section 15.001, Election Code requires that "Each voter registration certificate issued must contain the voter's name in the form indicated by the voter, subject to applicable requirements prescribed by Section 13.002. By rule of the secretary of state: (a) The phrase "(t)he voter's name in the form indicated by the voter" in Texas Election Code §15.001 shall not be read to include a former name provided by the voter on the voter registration application; and (b) The voter's name as it appears on the voter registration certificate shall reflect the information provided by the voter on the most recent application supplied by that voter to the voter registrar. The name on the voter registration certificate shall be restricted to first name, middle name (if any is supplied by the voter on the most recent application), and last name (including suffix, if any)." The voter registrar may also include abbreviations of names indicated on the voter registration application. The name of the voter printed on the certificate must be sufficient for the election judge to be able to identify the voter. For instance, the voter registrar may not routinely print "P.D. Smith" if the voter has indicated on his application the name "Paul David Smith." Nicknames may not be used unless the voter indicated a nickname as his or her name on the application. The year of birth (not birth date) and election precinct number must be indicated on the certificate, as well as the permanent residence address (and the mailing address, if these two addresses are different). The voter registrar will print the mailing address on the right-hand side of the card. The permanent residence address or a concise description of the location of the permanent residence must be printed on the left-hand portion of the certificate. If the complete descriptive address will not fit on the certificate, then the address may be truncated.

The certificate may include a designation of gender if gender has been provided on the application. If gender is not provided on the application, either leave the field blank or specify "U" in the gender field on the voter registration certificate to indicate it was unspecified. The TEAM System prints the gender information, including the "U" designation, in a preprinted box on the certificates.

Offline counties may use the space designated for Gender to print the county's internal Legacy ID registration number but would need to obtain pre-approval from the Secretary of State. To obtain approval for this alteration a sample certificate with the proposed modification should be provided.

**2.8 BACK OF CERTIFICATE.** The prescribed language on the back of the certificate instructs the voter concerning the requirements that may be required at the polling place and instructs the voter to correct information on the front of the card by making corrections in the space provided on the back of the certificate. The Secretary of State by this directive requires that the information be printed on the back of the certificate as shown on the attached sample. Changes in the prescribed text are not permitted without prior written approval of this office.

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

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

### **3. MAILING OF CERTIFICATE**

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

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

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

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

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

**3.2 POSTAL REQUIREMENTS FOR POSTCARDS.** If the certificates will be mailed as postcards rather than in envelopes, certain postal requirements must be met. Any preprinted information on the right-hand side of the card must be shaded. (See attached sample certificate and Domestic Mail Manual 201.1.2.6) The area reserved for the address is white and must be at least 2 1/8" long and 1" high. The U.S. Post Office requires all certificates mailed as postcards to be presorted.



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

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

#### **4. DUPLICATE CERTIFICATES**

**4.1 DUPLICATE CERTIFICATE FILES.** Texas Election Code Section 15.143 provides a method for the voter registrar to maintain the active or inactive duplicate-certificate file on electronic data processing equipment. Evidence of the mailing must be maintained in a retrievable format. The data must include the name and address to which the certificate was sent and the ten digit VUID number. This is maintained in the Active Certificate files at the county office and is not maintained in TEAM. TEAM will include a note in the audit history of all voters, regardless of the status, that the voter record was updated as part of the Mass Mail Out. As a reminder, all voters in an Active, Suspense, or Cancelled status will have the Valid From Date updated to the 2020-2021 biennial cycle when the Mass Mail Out is run. This is to ensure clerical corrections or reinstatements correctly display the Valid From Date information. The audit history information in TEAM should not be used to determine whether or not a certificate was issued.

#### **5. NEW REGISTRATIONS**

**5.1 BEFORE EFFECTIVE DATE.** Persons who register to vote whose registrations will become effective after NOVEMBER 14, 2019, and before JANUARY 1, 2020, may be issued initial certificates for the remainder of the voting year (Yellow certificate). The "VALID FROM" date on the initial (yellow) certificate is the effective date of registration, and the "THRU" date is DECEMBER 31, 2019. The voter registrar must issue renewal certificates (Orange certificate) to the voters. The "VALID FROM" date on the renewal certificate will be JANUARY 1, 2020, and the "THRU" date will be DECEMBER 31, 2021. The duplicate of the initial certificate for the remainder of the voting year should be filed in the duplicate-certificate file or in electronic format as discussed above. Proof of issuing a renewal certificate is required, and instructions in Section 4 of this directive should be followed to provide such proof.

#### **6. "SUSPENSE" VOTERS**

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

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

## **7. RETURNED CERTIFICATES**

**7.1 CONFIRMATION NOTICE.** In accordance with Section 14.023, Election Code, the voter registrar is required to mail, after January 1, 2020, but no later than March 1, 2020, a confirmation notice and response form to each voter whose renewal certificate was returned as undeliverable. If the post office provided a forwarding address on the returned certificate, the confirmation notice and response form must be mailed to the address given. If the post office did not provide a forwarding address, the confirmation notice and response form must be mailed to the last known mailing address of the voter. In any case, the confirmation notice and response form must be mailed by forwardable mail.

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

## **8. APPROVAL**

**8.1 SECRETARY OF STATE APPROVAL.** Issued this 1st day of July 2019.

**BID PRICE SHEET A-  
Certificates**

**Bid 21-025  
Printing and Mailing Services for Voter Registration  
Certificates and Address Confirmation  
Forms for the County of El Paso**

**NOTE:** Any vendor that does not submit pricing in price sheet provided will not be considered for award. Submittal in a different form is subject to disqualification.

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

1. Approximately Qty. **500,000** Certificates- certificate is Pantone **1485** (Orange). The stock is white index or the equivalent. To meet postal requirements, the paper must be **at least** .007" thick and not more than .016" thick, cut to size, Pantone 1485 (Orange) and mailed first class with permit number. Laser print data with queue id number, bar code CASS & PAVE, and regulations of the United States Postal Service (USPS) as per specs. & sample. Client will provide data. Subject to change. See all specifications and documents attached. **(Changes to specifications will change to meet Texas Secretary of State requirements.)**

**PRICE PER 1,000 \$** \_\_\_\_\_ **Total Cost \$** \_\_\_\_\_

2. Approximately Qty. **80,000** Additional Certificates- certificate is Pantone **1485** (Orange). The stock is white index or the equivalent. To meet postal requirements, the paper must be **at least** .007" thick and not more than .016" thick, cut to size, Pantone 1485 (Orange) and mailed first class for two years, without permit number. Laser print data with queue id number, bar code CASS & PAVE, and regulations of the USPS as per specs. & sample. Client will provide data periodically throughout the next two years. Subject to change. See all specifications and documents attached.

**PRICE PER 1,000 \$** \_\_\_\_\_ **TOTAL COST \$** \_\_\_\_\_  
**(Approximately 80,000 for the next two years)**

3. Approximately Qty. **25,000** Certificates- office use preprinted on white tag std. Certificates will be 3-up on legal size paper, basis wt. 100 with perforation for easy trimming, pantone 1485 (Orange) and regulations of the USPS as per specs. & sample. Will be used for the next two (2) years. Subject to change. See all specifications and documents attached.

**PRICE PER 1,000 \$** \_\_\_\_\_ **TOTAL COST \$** \_\_\_\_\_

**GRAND TOTAL \$** \_\_\_\_\_  
**(To include: Cost for all Services, Printing, Mailing and Delivery (Items 1, 2 & 3))**

**CHECK FOR POSTAGE WILL BE ISSUED SEPARATELY.**

All printed pieces must conform to the specifications described in the "Voter Registration Certificate Directive".

**For years 2023-2025 the County anticipates a 12% increase to the quantities provided in Bid Price Sheet A and B. The County will accept up to a 10% increase in the pricing provided for years 2023-2025. Vendor must provide percentage increase to the County 90 days prior to the December mass mail out.**

Signed \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**BID PRICE SHEET – B  
Confirmation Cards**

**Bid 21-025  
Printing and Mailing Services for Voter Registration  
Certificates and Address Confirmation  
Forms for the County of El Paso**

**NOTE:** Any vendor that ***does not*** submit pricing in price sheet provided will not be considered for award. Submittal in a different form is subject to disqualification.

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

Approximately Qty. **80,000**- Tri-fold cards with seal tabs on each end as per sample. Laser print and mail first class, return address with queue id number and bar code. Client will provide data periodically throughout the next two years. Subject to change. Postage to be paid separately.

**Cost for Printing \$** \_\_\_\_\_

**Cost for Mailing \$** \_\_\_\_\_

**Total Cost \$** \_\_\_\_\_  
(Approximately 80,000 confirmation forms)

**For years 2023-2025 the County anticipates a 12% increase to the quantities provided in Bid Price Sheet A and B. The County will accept up to a 10% increase in the pricing provided for years 2023-2025. Vendor must provide percentage increase to the County 90 days prior to the December mass mail out.**

Signed \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## **General Provisions County of El Paso, Texas**

**These General Provisions are considered standard language for all County of El Paso BIDS and Request for Proposal documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.**

### **1. BID/PROPOSAL PACKAGE**

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid/proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/proposal may be cause for disqualification.

### **2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this bid/proposal to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Bid/Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

### **3. BIDDERS'S/PROPOSER'S RESPONSIBILITY**

The Bidder/Proposer must affirmatively demonstrate its responsibility. The Bidder/Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of one (1) years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid/Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

### **4. REJECTION OF BIDS/PROPOSALS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

### **5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to bid/proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

### **6. SUBSTITUTES**

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

### **7. EXCEPTIONS TO BID/PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will

be attached to the bid/proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

## **8. PRICING**

Bid/Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid/Proposal will be either lump sum or unit prices as shown on the bid/proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. BID/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

## **9. NON-APPROPRIATIONS**

Vendor acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Customer's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to Customer. In the event such funds are not appropriated in any fiscal year for support and services, Customer may terminate the agreement between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Customer's obligation with respect to payment for satisfactory service or support received through the termination date.

## **10. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

## 11. MODIFICATION OF BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

## 12. SIGNATURE OF BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

## 13. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

### **Pursuant to the Texas Local Government Code**

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Bid/Proposals** will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

**A Bidder/Proposer whose bid/proposal does not meet the mandatory requirements set forth in this BID/RFP will be considered noncompliant.**

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/RFP and contract.



Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Bids/Proposals.

**14. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

**15. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder/proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**16. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Bids/Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**17. CONTRACTOR INVESTIGATION**

Before submitting a bid/proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid/proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**18. NO COMMITMENT BY COUNTY**

This Request for Bid/Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the

preparation of a bid/proposal to this request, or to procure or contract for services or supplies.

**19. BEST AND FINAL OFFERS**

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

**20. SINGLE BID/PROPOSAL RESPONSE**

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

**21. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS**

El Paso County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this bid/proposal package and may discontinue its efforts for any reason under this bid/proposal package at any time prior to actual execution of the Contract by the County. Bidders/Proposers may be disqualified and rejection of bid/proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid/proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

**22. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid/proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

**23. BID/PROPOSAL IDEAS AND CONCEPTS**

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid/proposal.

## **24. BID/PROPOSAL DISCLOSURES**

Results of bids/proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the bid/proposal opening. All information contained in the bid/proposal response is available for public review.

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

## **25. WITHDRAWAL OF BID/PROPOSAL**

Bidders/Proposers may request withdrawal of a sealed bid/proposal prior to the scheduled bid/proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids/proposals may be withdrawn for a period of sixty (60) calendar days after opening of the bids/proposals.

## **26. INDEMNIFICATION**

**A.** The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

## 27. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

### **INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO**

#### GENERAL LIABILITY:

\$1,000,000 – Each Occurrence  
\$1,000,000 – General Aggregate  
\$1,000,000 – Personal & Advertising Injury  
\$1,000,000 – Products/Completed Operations – Aggregate  
\$5,000 – Premises Medical Expense  
\$500,000 – Fire Legal Damage Liability  
County named as “Additional Insured”  
Waiver of Subrogation

#### AUTOMOBILE:

\$1,000,000 – Each Occurrence  
County named as “Additional Insured”  
Waiver of Subrogation

#### WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident  
\$1,000,000 – Employers Liability – Each Employee  
\$1,000,000 – Employers Liability – Disease – Policy Limit  
Statutory Limits  
Waiver of Subrogation

#### CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond  
Performance & Payment Bond

#### PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

#### CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder shall carry in full force Workers' Compensation Insurance Policy (ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to

bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

County of El Paso shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

**28. BOYCOTT OF ISRAEL**

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

**29. MANDATORY DISCLOSURES:**

Texas law requires the following disclosures by vendors:

**Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

**Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)**

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) Several instructional videos are available there.

### **30. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid/proposal price of the contractor or any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Bid/Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

### **31. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

### **32. MERGERS, ACQUISITIONS**

The Bidder/Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid/proposal is submitted.

If subsequent to the award of any contact resulting from this BID/RFP the Bidder/Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**33. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder/Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**34. ACCURACY OF DATA**

Information and data provided through this BID/RFP are believed to be reasonably accurate.

**35. SUBCONTRACTING/ASSIGNMENT**

Bidder/Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder/Proposer of any of its responsibilities under this contract.

**36. INDEPENDENT CONTRACTOR**

Bidder/Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

**37. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Vendor's work in every respect. In this regard, the Vendor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Vendor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's/Proposer's work and performance under this contract. In the event any such material is not held by the vendor in its original form, a true copy shall be provided.

**The County of El Paso is an equal opportunity employer.**

## 38. PROCUREMENT ETHICS

### CODE OF ETHICS TRAINING AFFIDAVIT FORM

#### **El Paso County Code of Ethics Training Requirement for Vendors:**

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid/proposal packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

**Optional On-Line Training:** As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

**The optional On-Line Training may be accessed and completed at:**

<http://www.epcounty.com/ethicscom/training.htm>

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.



# COUNTY OF EL PASO, TEXAS

## CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS\*

### Instructions for the certifications:

#### General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

## 2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\*All three (3) pages of this document must be included in all responses.

## **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

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If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

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2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

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3.  **No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

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Business Name

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Date

---

Name of Authorized Representative

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Signature of Authorized Representative



**COUNTY OF EL PASO**  
County Purchasing Department  
800 East Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: Bid 21-025, Printing and Mailing Services for Voter Registration Certificates and Address Confirmation Forms for the County of El Paso

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers: County Judge Ricardo A. Samaniego  
Commissioner Carlos Leon  
Commissioner David Stout  
Commissioner Iliana Holguin  
Commissioner Carl L. Robinson

County Employees: Debra Carrejo-Trull, CPPO, CPPB, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Betsy Keller, County Administrator  
Elvia Jauregui, Purchasing Manager  
Araceli Hernandez, Formal Bid Buyer  
Claudia Parra, Procurement Data Analyst  
Blanca Güereca, Procurement Data Analyst  
Edward Dion, County Auditor  
Barbara Franco, Auditor First Assistant  
Wallace Hardgrove, Budget & Financial Manager  
Christina Ford, Division Chief  
Eddie Sosa, First Assistant County Attorney  
Diana Shearer, Assistant County Attorney  
Erich Morales, Assistant County Attorney  
Kevin McCary, Assistant County Attorney  
Patricia Lopez, Assistant County Attorney  
Lorena Rodriguez, Analyst  
Lisa Wise, Elections Administrator  
Melissa Soto, Elections Administrator Coordinator  
Antonio Rivera, Assistant Elections Administrator

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1 Name of vendor who has a business relationship with local governmental entity.**

---

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

---

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity
 \_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract



**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**COUNTY OF EL PASO GUIDELINES AND CRITERIA  
FOR  
CONSIDERATION OF LOCATION  
OF BIDDER'S PRINCIPAL PLACE OF BUSINESS  
(LOCAL BUSINESS PREFERENCE POLICY)**

**I. AUTHORIZATION**

Section 271.905 of the Texas Local Government Code authorizes the County of El Paso to give consideration to the location of a bidder's principal place of business in awarding the bid ("Local Business Preference"). In order to do so, the County Commissioners Court must determine, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of residents of the County and increased tax revenues to the County.

**II. GENERAL PURPOSE AND INTENT**

**A.** The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the County of El Paso may consider the location of a bidder's principal place of business in awarding the bid.

**B.** All applications for consideration will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the El Paso County Commissioners Court.

**C.** The County of El Paso reserves the right to reject all bids; award a contract to the lowest bidder; or to award the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

**III. FACTORS THAT THE COUNTY MAY CONSIDER IN AWARDING A CONTRACT UNDER THE LOCAL PREFERENCE POLICY**

**A.** The bids must be for any real property or personal property that is not affixed to real property.

**B.** The location of the bidder's principal place of business must be in the County, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

**C.** The bidder's bid price must be within 3% of the lowest and best qualified bid.

**D.** The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the Commissioners Court as to how the award of the bid will lead to additional economic development opportunities for the County created by the contract award, including (1) The employment of County residents, and (2) Increased tax

revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new job by salary category
- (iv) local annual property taxes paid

E. The bidder must not be tax-delinquent as to federal, state, or local taxes.

F. The bidder may not subcontract the award, or any part of the award.

G. The bidder must not be indebted to the County. "Debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0276).

H. In determining who is a responsible bidder, the commissioners court may take into consideration the safety record of the bidder, of the firm, corporation, partnership or institution represented by the bidder. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0275).

I. All bidders, including owners, principals or officers if the bidder is a corporation or other legal entity, seeking Local Business Preference will be required to submit an affidavit of any and all political contributions to members of Commissioners Court for the previous 12 months.

J. A business in which a member of Commissioners Court has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the Local Business Preference Policy.

#### IV. APPLICATION

A. **Case By Case Basis.** If the Purchasing Agent and Procurement Review Panel determines that a proposed bid is appropriate for Local Business Preference, it will include in the bid the information required from the bidder. Only bids for real property or personal property that is not affixed to real property are eligible for the Local Business Preference.

B. **Written Application:** A bidder may request consideration for Local Business Preference by submitting the required information as part of the bid. There is no charge to submit the application.

C. **Contents of Application:** The application shall consist of a completed application form. The application must include objective, verifiable information from the bidder as to how the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of County residents and increased tax revenues to the County. The application form may require such financial and other information, as the County deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

**V. ADMINISTRATION**

**A. Annual Assessment:** Each September, the Purchasing Agent shall separately account for all bids awarded pursuant to the Local Preference Policy and the County Auditor shall annually determine the total value of contracts awarded pursuant to the Local Preference Policy.

**B. Annual Reports:** Each September, a company receiving a contract award pursuant to the Local Business Preference shall report to the County its annual revenues, annualized employment levels distributed by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern.

**C. "Buy Local" Provision:** Each recipient of Local Business Preference shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. The Annual Report by the company shall include a summary of the action taken by the company pursuant to the "Buy Local" Provision.

**VI. CONFIDENTIALITY**

Information that is provided to the County in connection with an application or request for Local Business Preference under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Adopted this 17<sup>th</sup> day of December, 2012 by the El Paso County Commissioners Court.

ATTEST

COUNTY OF EL PASO

  
\_\_\_\_\_  
County Clerk, Delia Briones

  
\_\_\_\_\_  
County Judge Veronica Escobar

**COUNTY OF EL PASO  
LOCAL BUSINESS PREFERENCE POLICY  
APPLICATION for**

**Bid 21-025  
Printing and Mailing Services for Voter Registration  
Certificates and Address Confirmation  
Forms for the County of El Paso**

For additional information, see the Local Business Preference Policy (attached).

**A. Qualification as a Local Business**

Where is your principal place of business?

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Are you tax delinquent as to federal, state, or local taxes? \_\_\_\_\_

Are you registered to do business with the Texas Secretary of State? \_\_\_\_\_

\_\_\_\_ Attach a copy of your current Franchise Tax Certificate on file with the Texas Secretary of State.

\_\_\_\_ Attach a copy of your current Certificate of Account Status on file with the Texas Secretary of State.

If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your type of business entity.

**B. Economic Development Opportunities**

**How will the bid award lead to additional economic development opportunities for the County?**

*This information includes, but is not limited to, (1) The employment of County residents, and (2) Increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:*

- (i) *bid amount as percentage of reported local annual sales/revenue, or total commodity sales;*
- (ii) *economic impact- number of employees added within past 12 months*
- (iii) *new jobs by salary category*
- (iv) *local annual property taxes paid*

(You may attach your answer on a separate page, if you prefer).

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**C. No Subcontracting of Award**

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties. **Agreed** \_\_\_ Yes \_\_\_ No

**D. Affidavit of Contributions to members of Commissioners Court.**

Any and all political contributions by the bidder to members of Commissioners Court for the previous 12 months by the bidder, must be disclosed. This includes owners, principals or officers if the bidder is a corporation or other legal entity, must be disclosed. **Complete and sign the attached affidavit.**

**E. Annual Report.** If you are awarded the bid, you must provide the County, every September, a report of your revenues for the most recent year end, annual employment levels by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of your business to maintain its status as a going concern.

**F. Agreement to “Buy Local.”**

If you are awarded the bid, you agree to give preference and priority to County manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. Your Annual Report (see Section E) must include a summary of the action taken by the company pursuant to the “Buy Local” Provision.

**G. Confidentiality.**

Information that is provided to the County in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Name Of Business \_\_\_\_\_

Name Of Authorized Representative \_\_\_\_\_

Title Of Authorized Representative \_\_\_\_\_

Signature Of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

AFFIDAVIT

To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity

AFFIDAVIT

THE STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, first upon oath being duly sworn, deposed and stated:

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge..

1. My name is (\_\_\_\_\_). My title and principal place of business is \_\_\_\_\_.

2. For the previous 12 months from the signature date on this document, I or my company have made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient’s Name and Title): \_\_\_\_\_.

[add any additional information you think necessary or appropriate]

\_\_\_\_\_

Affiant

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (Name), \_\_\_\_\_(Title), both in his/her individual capacity and on behalf of \_\_\_\_\_(Company).

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**COUNTY OF EL PASO, TEXAS**  
Solicitation Check List

**Bid 21-025**  
**Printing and Mailing Services for Voter Registration Certificates**  
**and Address Confirmation Forms for the County of El Paso**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, July 1, 2021.

**No in-person submittals are allowed. Vendors must mail via USPS or third-party carrier (i.e. UPS/Fed Ex).** The County of El Paso is not responsible for late deliveries of any in or any reason.

\_\_\_\_\_ Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bid Documents?

\_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

\_\_\_\_\_ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

\_\_\_\_\_ Did you sign and complete the required "Conflict of Interest Questionnaire"?

\_\_\_\_\_ Did you sign and complete the required "Ethics Training Affidavit Form"?

\_\_\_\_\_ Did you provide the required bid bond documents?

\_\_\_\_\_ Did you provide one original and two (2) electronic versions of the complete bid (CD/DVD/Flash drive) in Word/PDF Format? Electronic copies must reflect the original hard copy.