

## SECTION I

### HIDALGO COUNTY CLERK'S OFFICE

#### "CONVERSION OF VITAL RECORDS FROM PAPER TO DIGITAL IMAGES"

RFP NO. 2008-114-00-00-otm

### REQUIREMENTS, SPECIFICATIONS AND QUALIFICATIONS

#### PROJECT SCOPE:

Proposer will convert vital records which include birth, delayed birth and death records from paper to digital images. Convert paper images to TIFF format as acceptable to Hidalgo County Clerk's Office to integrate with the current system-using Resolution 300 DPI or better. Convert **approximately** 500,000 vital record documents from varied size paper to highest quality possible digital TIFF images.

#### IMAGE SCANNING RELATED TASKS AND WORKFLOW:

- (1) In order to minimize any inconvenience to the public and/or Hidalgo County Clerk's Office, the proposer's personnel must perform all scanning on site or within a two (2) mile range of the Hidalgo County Clerk's Office. The books will be prepped for scanning/indexing by removing staples and paper clips. After scanning, books/documents/files will be reassembled and reinserted into the file in the order found.

100% of images must be individually viewed and quality assured by a human to ensure image quality. Proposer must provide a 100% quality assurance guarantee on all images. Images deemed not adequate by Hidalgo County Clerk's Office must be re-scanned at no cost to Hidalgo County.

- (2) Proposer will return books/documents/files to the Hidalgo County Clerk's office at the conclusion of the project. Project duration is scheduled for completion within a ninety (90) day time frame. **Timeframe is NOT negotiable.** Proposer will be required to hand deliver birth or death records to the County Clerk's Office as needed, while the proposer is in possession of the county's records.

#### COMPLETED PRODUCT

At the completion of the project, the proposer will deliver converted images on USB external hard drives. Proposer must provide one back-up copy on CD or DVD. Proposer must warrant all data and images for two (2) years. All fees must be factored in the per document price such as travel and other expenses.

#### VENDOR REQUIREMENTS

- Proposer must submit a project plan that explains how the project will be done along with a time line of the total project;
- Will store all data off site;
- All processing must occur in the State of Texas (information can not leave Texas);
- Utilize paper scanning with automatic exposure, de-skew, de-speckle and auto-cropping.

## **EVALUATION CRITERIA**

Proposer will address all components and requirements of this RFP. Contract will be awarded to proposer proving the best response to this RFP as determined by the Hidalgo County Clerk's Office. Pricing will be taken into consideration. Hidalgo County Clerk's Office reserves the right to negotiate with the proposer(s) considered to be best suited for contract award, award contract without negotiation or reject all offers.

## **VITAL RECORD COUNTS (estimate)**

Birth Records (1985 to present have been scanned)

- 2100 books
- 150 pages per book
- page sizes - 9 ½ x 7 ½, 8 ½ x 7, 8 ½ x 11, 8 ½ x 6
- Total records 315,500

## **CORRECTIONS**

- 127 Books
- 150 pages per book
- page sizes 9 ½ x 7 ½, 8 ½ x 11, 5 ½ x 9
- Total records 19,050

## **DELAYS**

- 361 Books
- 100 pages per book
- page sizes 9 ½ x 7 ½, 8 ½ x 11
- Total records 36,100

## **DEATH RECORDS**

- 672 books
- 150 pages per book
- page sizes 9 ½ x 7 ½, 8 ½ x 11
- Total records 100,800

## **INDEX BOOKS**

- Birth 21 books: 700 pages per book = 14,700 pages
- Delay 6 books: 700 pages per book = 4,200 pages
- Death 4 books: 700 pages per book = 2,800 pages
- Page Sizes: 15 x 18, 8 ½ x 14
- Total: 21,700 pages

## SECTION 2

### HIDALGO COUNTY CLERK'S OFFICE

#### "CONVERSION OF VITAL RECORDS FROM PAPER TO DIGITAL IMAGES" RFP NO. 2008-114-05-14-otm

#### **COST PROPOSAL**

Cost proposals are to be provided in the manner described herein. ***Cost proposals are to be submitted in a separate sealed envelope.***

When submitting pricing information, Proposer must provide a detailed breakdown of all costs associated with scanning.

#### **COST INFORMATION**

Proposer's are to use the following cost information sheets and submit this sheet in a separate sealed envelope. Should more space be needed, Proposers are encouraged to attach supporting information to each Cost Information Sheet.

**SECTION 2**

**HIDALGO COUNTY CLERK'S OFFICE**

**"CONVERSION OF VITAL RECORDS  
FROM PAPER TO DIGITAL IMAGES"**

**RFP NO. 2008-114-05-14-otm**

**COST PROPOSAL**

**COST INFORMATION WORKSHEET**

Total Cost of Official Records Project: \$ \_\_\_\_\_

Please provide a detailed listing of service prices on a single unit basis (unless specified). This form can be expanded as required. Please submit any exceptions as an attachment(s).

<b>Task</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Scanning	500,000 (pages)		

### SECTION 3

**HIDALGO COUNTY CLERK'S OFFICE  
"CONVERSION OF VITAL RECORDS  
FROM PAPER TO DIGITAL IMAGES"  
RFP NO. 2008-114-05-14-otm**

#### **RFP RESPONSE CONTENT**

#### **RESPONSE**

Proposers are to respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualified proposal must address all items.

#### **CONTENT**

Proposals shall be organized and submitted in the format below. When replying to a particular paragraph or question, ensure that your response references the section and paragraph that asks that question. Proposers must submit one (1) original and Nine (9) copies of their proposal. The original must be labeled "**Original**" and each copy "**Copy**". **Proposer must provide written agreement to all response content items.**

Proposals submitted must contain the following information to be considered.

1. A brief cover letter
2. Identification sheet, Reference sheet
3. RFP Content Requirements and Scope of Work (read carefully)
4. Signed Addenda (If applicable)
5. Cost Proposal (one copy) in separate sealed envelope

**SECTION 4**

**HIDALGO COUNTY CLERK'S OFFICE  
"CONVERSION OF VITAL RECORDS  
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RFP NO. 2008-114-05-14-otm**

**PROPOSAL AWARD**

**AWARD OR REJECTION OF PROPOSALS**

**A. PHASE I**

Proposals will be examined as to whether or not proposers responded in accordance with the following requirements.

- I. Proper completion and submittal of all required proposal documents.

Proposers who do not respond in accordance with any of the above requirements will be immediately disqualified.

**B. PHASE II**

- I. Evaluation/Scoring

The County of Hidalgo will evaluate each proposal in the following categories. The relative weight as follows:

<b>Categories for Evaluation/Scoring</b>		<b>Points</b>
<b>1</b>	<b>References</b>	<b>20</b>
<b>2</b>	<b>Content and Format of Proposal</b>	<b>10</b>
<b>3</b>	<b>Methodology, Experience and Expertise</b>	<b>35</b>
<b>4</b>	<b>Cost Proposal (Separate in sealed envelope)</b>	<b>35</b>
	<b>Total Possible Score</b>	<b>100</b>

**Cost proposals shall be in a separate sealed envelope, clearly marked with the RFP number and your company's name.**

The County reserves the right to reject any or all proposals or parts thereof, and to award the contract to the Proposer whose response is most advantageous to the County. False, incomplete or unresponsive statements in connection with a proposal submittal may be sufficient cause for rejection. The County will be the sole judge in making such determination.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto the County.

**SECTION 4 (Con't)**

**HIDALGO COUNTY CLERK'S OFFICE  
"SCANNING AND INDEXING FOR PROBATE BOOKS"  
RFP NO. 2008-114-05-14-otm**

**PROPOSAL AWARD**

**REFERENCES**

References are used to assist in determining the Proposer's ability to perform the services and provide the equipment as requested in the RFP. References will be contacted and asked the same questions. Additional questions may be asked to support the base questions.

**PHASE III- AWARD SELECTION PROCESS**

Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews will be held with whom the County deems as the most qualified respondents. The Proposer selected will enter into a contract with the County.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

**SECTION 5**

**HIDALGO COUNTY CLERK'S OFFICE  
"CONVERSION OF VITAL RECORDS  
FROM PAPER TO DIGITAL IMAGES"  
RFP NO. 2008-114-05-14-otm**

**GENERAL INFORMATION/REQUIREMENTS**

**EXAMINE SPECIFICATIONS**

Proposer shall thoroughly examine and be familiar with the specifications. The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with all existing conditions shall in no way relieve any Proposer from any obligations with respect to Proposer's offer or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this submission.

Should a Proposer find discrepancies in or omissions from proposal documents or other contract document, or should be in doubt as to their meaning, he/she shall at once notify the Hidalgo County Purchasing Department: Martha Salazar, Purchasing Agent who is the County's representative. The Hidalgo County Purchasing Department will send written instructions to all Proposers. Neither the County nor its representative will be responsible for any oral instructions. No interpretations will be issued later than one (1) calendar day before the proposal date so that all inquiries can be answered in writing and distributed to all Proposers in the form of addendum to the RFP in ample time before the proposal opening date.

**SPECIFICATION CHANGES**

The County, may, during Request for Proposal period, advise the Proposer in writing of additions, omissions or alterations in the specifications. All such changes shall be included in the Request for Proposal and become part of the specifications as if originally submitted.

**AMENDMENTS**

No Proposer is authorized to amend any of the Request for Proposal requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with their provisions. If necessary, supplementary information in addendum form will be mailed or faxed to all prospective Proposers. Failure of any Proposer to not have received such an addendum shall not relieve such Proposer from any obligation under his/her Proposal as submitted.

**ANY EXCEPTIONS TAKEN TO THIS PROPOSAL SHALL BE CLEARLY STATED IN WRITING.**

**OPENING OF PROPOSALS**

Proposals will be accepted at and no later than **9:30 A.M., WEDNESDAY, \_\_\_\_\_, 2008.**No decision/award will be made at the time of acceptance..

**SECTION 5 (Con't)**

**HIDALGO COUNTY CLERK'S OFFICE  
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**GENERAL INFORMATION/REQUIREMENTS**

**ALL PROPOSAL DOCUMENTS PART OF FINAL CONTRACT**

Any proposal documents, letters, and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to this proposal may render it informal and may cause its rejection.

**EQUAL EMPLOYMENT OPPORTUNITY**

The Proposer awarded a contract shall not discriminate against any employee and applicant for employment because of race, color, religion, sex, age, marital status, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship. In the event of Proposers noncompliance with the provisions of this clause, the contract may be canceled, terminated or suspended in whole or in part and the Proposer may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided by law.

**CONTRACT PERFORMANCE**

The performance of the contract resulting from this proposal shall be governed by and interpreted under and construed according to the laws of the State of Texas. Venue is Hidalgo County.

**NOTICE**

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either services personally or sent by pre-paid first class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to:

**Martha L. Salazar, CPPB/ Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business Hwy 281 (New Administration Building)  
Edinburg, Texas 78539**

**INDEMNIFICATION**

The Proposer agrees to defend, indemnify and hold harmless the County of Hidalgo, its officers, agents, employees and volunteers for any and all liability caused by the negligence or willful act of the Proposer arising out of the performance of this agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto, without set-off due to the Proposer's rights, if any, to apportionment between joint tortfeasors. This indemnity obligation extends to but is not limited to all acts, omissions, and active and/or passive negligence by the CONTRACTOR. Nothing contained in this indemnity provision shall be construed to require the CONTRACTOR to indemnify the County in contravention of Section 2782 of the Civil Code.

## SECTION 5 (Con't)

### HIDALGO COUNTY CLERK'S OFFICE "CONVERSION OF VITAL RECORDS FROM PAPER TO DIGITAL IMAGES" RFP NO. 2008-114-05-14-otm

#### GENERAL INFORMATION/REQUIREMENTS

##### INSURANCE REQUIREMENTS (REFER TO EXHIBIT C)

During the term of this Agreement, Proposer will carry and maintain in full force, insurance of the following types and minimum amounts with a company or companies as are acceptable to County, insuring Proposer while Proposer is performing duties under this Agreement.

- A) **Worker's Compensation-** A program of Workers' Compensation Insurance or a state approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of Texas.
- B) **Comprehensive General Liability Insurance-** The policy shall have combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000.00).
- C) **Automobile Liability-** Proposer agrees to hold harmless and indemnify the County for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this agreement.
- D) **Additional Names Insured-** All policies, except for Workers' Compensation shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- E) **Policies Primary and Non-Contributory-** All policies required above are to be primary and non-contributory with any self insurance programs carried or administered by the County.
- F) **Proof of Coverage-** Proposer shall immediately furnish certificates of insurance to the County evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County and proposer shall maintain such insurance from the time Proposer commences performance of services hereunder until the completion of such services.
- G) **Payment Withheld-** If Proposer does not obtain the described insurance, or if County is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to County, the County may withhold payments to the Proposer or terminate this agreement.

**SECTION 5 (Con't)**

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**GENERAL INFORMATION/REQUIREMENTS**

- H) Liability-** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Proposer from liability in excess of such coverage, nor shall it preclude the County from taking such other actions as available to it under any other provision of this agreement or otherwise in law.

**BID/PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT: (REFER TO LEGALNOTICES, PAGE 4 OF THE RFP)**

If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total price. A bid bond must be executed with a surety company authorized to do business in the State of Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

**PAYMENT DISCOUNTS-** Any discounts offered by the Proposer must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, which ever is later. In no case will the discount be considered in the evaluation of Proposals that requires payment in less than 30 days.

**STANDARD OF PERFORMANCE-** Proposer shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All products or services provided to the County under this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in the Proposers profession.

**ASSIGNMENTS-** Inasmuch as this Agreement is intended to secure the specialized services of the Proposer, Proposer may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of Hidalgo County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

**TERMINATION-** If the Proposer breaches or habitually neglects the proposer's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY OF HIDALGO may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

**HIDALGO COUNTY CLERK'S OFFICE  
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**EVALUATION FORM**

	<u>Description</u>	<u>Point Range</u>	<u>Score</u>
1.	<u>References</u>	20	_____
2.	<u>Content and Format of Proposal</u>	10	_____
3.	<u>Methodology, Experience and Expertise</u>	35	_____
4.	<u>Cost Proposal (Separate in sealed envelope)</u>	35	_____
		=====	
		100	=====

Organization/Entity: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL:  
**Type the following information:**

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
Principal Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

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Years in business: \_\_\_\_\_  
No. of employees: \_\_\_\_\_  
Name of Insurance Carriers: \_\_\_\_\_  
Public Liability: \_\_\_\_\_  
Expires: \_\_\_\_\_  
Worker's Compensation: \_\_\_\_\_  
Expires: \_\_\_\_\_

**NOTE:** Proof of adequate insurance will be required before and award will be made to **PROPOSER** (See Exhibit "C" Insurance Requirements)

The undersigned, having carefully read and examined the contract documents, and being familiar with one (1) all the conditions applicable to the provisions for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to provide the equipment and work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REFERENCES**

**SIMILAR/PROPOSALS PERFORMED:** List below two references under which the proposer has provided similar services . References must include projects that involved scanning and indexing of documents. Please provide a brief overview for each referenced project.

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_ through \_\_\_\_\_  
Overview \_\_\_\_\_

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Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_ through \_\_\_\_\_  
Overview \_\_\_\_\_

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Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_ through \_\_\_\_\_  
Overview \_\_\_\_\_

**REFERENCES (con't)**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_ through \_\_\_\_\_  
Overview \_\_\_\_\_

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Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_ through \_\_\_\_\_  
Overview \_\_\_\_\_

