

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-459-01-19**

THIS CONTRACT is made and entered into this 19th day of January, 2010 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Drake Communications, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Turnkey - Interactive Voice Response System**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Elections Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 19, 2010 and ending on January 18, 2011 and may be extended at the sole discretion of County for an additional four (4) one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company **Drake Communications, Inc.**
 Attn: Mr. Cecil Drake
 2435 Square Place, Suite 400
 Dallas, Texas 75234

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

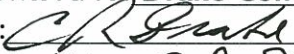
WITNESS our hands in duplicate originals this 19th day of January, 2010.

COUNTY OF HIDALGO

ATTEST:

By: 
Rene A. Ramirez, County Judge


Arturo Guajardo Jr., County Clerk

COMPANY: Drake Communications Inc.
By: 
Printed Name: C.R. DRAKE
Title: President

APPROVED AS TO FORM:
Atlas & Hall L.L.P

By: 



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 4, 2009

RE: **ADDENDUM NO.1**
FOR RFP No.: 09-459-12-09-CGV
"INTERACTIVE VOICE
RESPONSE SYSTEM FOR
HIDALGO COUNTY ELECTIONS
DEPARTMENT "

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with "HIDALGO COUNTY" Request for Proposals for "INTERACTIVE VOICE RESPONSE SYSTEM" project.

Please add this **ADDENDUM NO. 1** to your proposal packet so as to permit your company to submit a complete proposal. See original proposal packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629 or via email to: cris.villarreal@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your proposal packet for "RFP-INTERACTIVE VOICE RESPONSE SYSTEM" PROJECT.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/cgv

Enclosures

ADDENDUM NO. 1

December 4, 2009

**“RFP- Interactive Voice Response System”
PROPOSAL NO.: 09-459-12-09CGV**

PROPOSAL ACCEPTANCE DATE: DECEMBER 23, 2009

PLEASE NOTE THE FOLLOWING CHANGES:

1. THE PROPOSAL ACCEPTANCE DATE HAS BEEN EXTENDED FROM December 9, 2009 TO December 23, 2009. (NOTE: ALL PROPOSALS ARE DUE ON OR BEFORE 9:30 A.M. NO LATE PROPOSALS WILL BE ACCEPTED, AS SPECIFIED ON LEGAL NOTICE PAGE 2, PARAGRAPH 2.)
2. UNDER SECTION I-GENERAL TERMS AND CONDITIONS: **EXTENSION FOR QUESTIONS REGARDING THIS RFP:** Written questions will be accepted via facsimile by no later than, Wednesday, **December 16, 2009, at 5:00 P.M.** at (956) 318-2629. Responses will be sent to all participants via facsimile by Friday, **December 18, 2009. TELEPHONE INQUIRES WILL NOT BE ACCEPTED.**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, December 4, 2009, for RFP- “INTERACTIVE VOICE RESPONSE SYSTEM”.

Printed Proposer's Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PROPOSAL PACKET, IN ORDER TO COMPLETE THE PROPOSAL.....



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 23, 2009

Re: **HIDALGO COUNTY**
Request For Proposals - **"RFP NO.: 2009-459-12-09CGV-Hidalgo County
Elections Department- Interactive Voice Response
System"**

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

**“Hidalgo County Elections Department –
Interactive Voice Response System”**

RFP NO: 2009-459-12-09-CGV

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 9 pages.
3. Exhibit A, Requirements, Scope of Services, Additional Specifications/Requirements consisting of 13 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 3 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer’s Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, IRS W-9 Form, consisting of 7 pages
9. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
10. Draft Contract Document, consisting of 4 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you,

Martha L. Salazar RW

Martha L. Salazar, CPPB, Purchasing Agent

11-23-2009

Date

RFP NO: 2009-459-12-09CGV

BUYER II: Gricelda (Cris) Villarreal

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County Elections Department
Edinburg, Texas

“INTERACTIVE VOICE RESPONSE SYSTEM”

December 9, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2009-459-12-09CGV

1. Sealed proposals will be received for **“Hidalgo County Elections Department – Interactive Voice Response System”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-459-12-09CGV-Hidalgo County Elections Department – Interactive Voice Response System”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, December 9, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2009-459-12-09CGV-HIDALGO COUNTY ELECTIONS DEPARTMENT-INTERACTIVE VOICE RESPONSE SYSTEM”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 2, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 4, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best

evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract

during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS (If applicable)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County Elections Department – Interactive Voice Response System”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., December 9, 2009

Project/Anticipated Award Date: _____, 2009

Commence Work or Deliver Products _____, 2009

18. Bid or Performance Bond and **Debarment Certification**; Payment Under Contract:
If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims

of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
"HIDALGO COUNTY ELECTIONS DEPARTMENT –
INTERACTIVE VOICE RESPONSE SYSTEM ”
RFP NO: 2009-459-12-09CGV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
ELECTIONS DEPARTMENT

REQUEST FOR PROPOSAL

**“PURCHASE OF INTERACTIVE
VOICE RESPONSE SYSTEM”**

RFP NO: 2009-459-12-09-CGV

**HIDALGO COUNTY ELECTIONS DEPARTMENT
REQUEST FOR PROPOSAL
“INTERACTIVE VOICE RESPONSE SYSTEM”
RFP NO: 2009-459-12-09-CGV**

OVERVIEW:

The County of Hidalgo is seeking sealed proposals from qualified vendors to furnish all items essential for a **Turn-key “Interactive Voice Response System”** for the Elections Department. All labor and materials required as well as English and Spanish recordings, English and Spanish script writing and application write up as necessary. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **“Interactive Voice Response System”** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, December 9, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-459-12-09CGV

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, December 2, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 4, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:

Hidalgo County’s Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The contract shall be for the period of five (5) years. Hidalgo County reserves the right to continue this proposal for an additional sixty days (60) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SPECIFICATIONS/SCOPE OF SERVICES** (Warranty, Maintenance and Service) in **Exhibit "A"**.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. **(if applicable).**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have

the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- d. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a qualified vendor with proven elections experience with interactive voice response systems for large counties. The proposer who will directly perform the services is required to have any and all applicable licenses, permits and certifications to perform necessary services and must with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member designated. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on a proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, December 23, 2009.**

SCOPE OF SERVICES/REQUIREMENTS

GENERAL INFORMATION:

Hidalgo County Elections Department (hereafter called County) intends to contract with the most qualified providers (hereafter called "vendor") to provide all items essential for the purchase a **Turn-key "Interactive Voice Response System"** to include all labor and materials required. The System should be available for installation upon award of the contract and/or purchase order and be fully implemented by January 22, 2010.

SPECIFICATIONS:

We need a sixteen (16) line capacity Interactive Voice Response System (IVR) that provides all forms of voter information from how to register, to where to vote along with a vast amount of other information that would be suitable at the appropriate time. We will need a system that includes at least five (5) different tracks of information to be implemented at different times.

Please provide a synopsis of your proposed solution following the format as noted below:

- I. Service Enhancement Plan:
 - a. Provide a brief summary of the specific steps and actions you would propose to improve Hidalgo County's application and reduce overall costs.
- II. Capability Assessment:
 - a. Each proposer is required to describe the programs and procedures that it will bring to meet Hidalgo County's requirements;
- III. Fees:
 - a. Participants submitting proposals to provide including, but not limited to the following:
 - 1) Labor, materials, training and testing system;
 - 2) Warranty to provide and install the equipment;
 - 3) Maintenance agreement (On a three (3) year and a five (5) year);
- IV. Timelines:
 - a. System must be fully operational on or before January 22, 2010, in order to handle calls about the March 2, 2010 Primary Election.
 - b. Each proposer is required to provide a complete implementation plan demonstrating the capability to meet this deadline and listing major deliverables.

STATEMENT OF WORK

1.0 General

1.1 Hidalgo County seeks a vendor with proven elections experience in large counties to acquire, deliver, install, convert data, prepare scripts and recorded materials, documents test, make fully operational and then maintain a turnkey, telephone based, Interactive Voice Response (IVR) System.

1.2 The purpose of the IVR is to provide voters and election officials with automated information about voter registration status, precinct and polling place information and other data relevant to the conduct of elections and voter registration.

1.3 This system must provide English and Spanish recordings, English and Spanish script writing and application write-up as necessary. This interactive voice response system is to provide information to the calling public 365 days a year/24 hours a day. This purchase would reduce the amount of manpower necessary to handle the redundant phone requests that consistently come into the department throughout the year.

2.0 Scope

2.1 The awarded vendor shall provide any and all hardware, software, programming, setup, interfaces, cables, connectors, training, documentation and any and all other materials (including recordings) required to install, make fully operational and also maintain the system. Hidalgo County shall make available an agreed upon number of fully functional analog telephone lines in which calls shall be routed by the Countywide Telephone System to the proposed vendor system. The system will be designed to run unattended twenty-four (24) hours per day, seven (7) days per week.

2.2 Hidalgo County has approximately 700,000 residents and approximately 290,000 registered voters in its voter registration database. These voters reside in approximately 140 precincts and in a Presidential Election we typically use 95 polling places. Numerous smaller elections are held with typical county-wide contests using up to 40 polling places.

3.0 Timelines

3.1 The system must be fully operational on or before January 22, 2010 in order to handle calls about the March 2, 2010 Primary Election. Early voting for this election commences on February 16, 2010. Vendor must provide a complete implementation plan demonstrating the capability to meet this deadline and listing major deliverables.

4.0 Specifications

The system shall meet the following specifications including but not limited to:

4.1 Capability and Performance

4.1.2 Sufficient capability to answer calls by the second ring 99 percent of the time. The vendor shall describe the modeling they have done to meet such specification. Vendor shall identify three counties and appropriate contacts for verification of implementation of the system and a model of appropriate magnitude for Hidalgo County.

4.1.3 Full redundant hardware and software such that no single point of failure will take down the entire system (assuming power, air conditioning and phone lines to the Countywide telephone system).

4.2 Scripts must be presented as part of the proposal and be available to provide for at least, but not limited to, the following inquires/information:

- Polling Places for Early Voting
- Early Voting Requirements and Dates

- Polling Places for Election Day individualized for each voter
- Absentee Ballot Application
- Voter Registration Application
- Dates for Elections
- How to contract the Elections Department

4.3 Reports must be available which will document the following:

- Number of calls
- Number of calls in selected time periods
- Number of calls per subject area
- Number of calls per subject in selected time periods
- Other

4.4 Delivery and Installation must be completed, to include training the Hidalgo County Elections staff and testing within the week of January 18, 2010 to January 22, 2010.

4.5 Configuration will be presented to County for an appropriate evaluation prior to final selection. It must demonstrate technical setup and technical operational requirements such that it demonstrates a successful operation. Vendor must discuss any previous system challenges and how they are addressed in both manner and timeliness.

4.6 Testing will include a robust assessment of multiple calls and multiple subjects to approximate a short period of Election Day. System must receive and process all calls and print reports as required. Selected Vendor and the County will prepare and appropriate script for testing.

4.7 Acceptance will be completed after successful operation of the system during the March 2, 2010 election. Minimum acceptance will include:

- 1) System must answer 90% of all incoming calls on a timely basis, not later than 3rd ring.
- 2) System must correctly answer 98% of all calls in a 1 hour test period to be conducted prior to January 22, 2010.
- 3) System must be able to shut down and start again with no loss of capability or response time or accuracy.
- 4) System must produce reports that indicate type of call and time of call, by subject matter, for the period use of the test stated in 1 and 2 above.
- 5) System must meet same standards in 1 and 2 above in a subsequent test on January 22, 2010 to assure consistency in performance.

5.0 Training:

- 5.1 Training will be conducted in the Hidalgo County Elections Department Training room. Vendor will coordinate with appropriate County agencies to assure preparations of the selected operational site.
- 5.2 All staff should be trained with a combination of written materials, demonstrations and hands-on use of the system in a test environment.

6.0 Warranty, Maintenance and Service:

- 6.1 Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.
- 6.2 An ongoing maintenance plan must include scenarios, recordings and costs addressing regularly scheduled operations and technical checks as well as a preventative maintenance schedule. It should also identify proposed response times in the event of both emergency and non-emergency conditions.
- 6.3 County prefers to have a warranty program for five (5) years, on-site maintenance. Vendor must present a warranty and maintenance cost schedule for both three (3) and five (5) years for evaluation.
- 6.4 Vendor shall provide staff available for On-site maintenance and support through-out the maintenance agreement.
- 6.5 Vendor must keep all software at current levels and install all upgrades that may be required over the life of the product.
- 6.6 Vendor must provide all software licenses to all third party products (like Microsoft Windows and Server products) as well as the call processing software.

Capability Assessment:

Proposals should address the following areas:

1. Service standards currently in place to measure quality of service delivered to clients;
2. Disaster-recovery plans for both data and personnel;
3. Maintenance plans both after warranty and preventative;
4. Information for handling transition with minimal disruption to ongoing operations;
5. Sample of scripts;
6. Sample of types of reports available.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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ADDITIONAL INFORMATION:

- All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County’s best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

EVALUATION COMMITTEE:

The County’s evaluation committee will consist of the Elections Office Staff and member(s) of the Purchasing Department.

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Elections Department will evaluate the proposals utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners’ Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Elections Department, including but not be limited to, the items listed below:

- | | | |
|----|--|------------------|
| 1. | Capability and Performance | 25 points |
| 2. | Ability to provide all services requested | 30 points |
| 3. | Experience with Elections Systems | 20 points |
| 4. | Cost and Warranty/Maintenance Service | 25 points |

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Elections Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Elections Department will make a recommendation to Hidalgo County Commissioners' Court for approval of rank and/or award of proposal before proceeding with negotiation process.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY ELECTIONS DEPARTMENT

“INTERACTIVE VOICE RESPONSE SYSTEM”

HIDALGO COUNTY ELECTIONS DEPARTMENT
"INTERACTIVE VOICE RESPONSE SYSTEM"

RFP EVALUATION FORM

	<u>Selection Criteria</u>	<u>Range</u>	<u>Point Score</u>
1	Capability and Performance:	0-25 pts	_____
	Comments/Rationale for Points: _____ _____ _____		
2	Ability to provide all services requested:	0-25 pts	_____
	Comments/Rationale for Points: _____ _____ _____		
3	Vendor's Financial Stability and Experience:	0-25 points	_____
	Comments/Rationale for Points: _____ _____ _____		
4	Cost Fees, Warranty and Maintenance Services :	0-25 points	_____
	Comments/Rationale for Points: _____ _____ _____		

Total 100% Score

Provider: _____

Evaluator: _____

Date: _____

EXHIBIT “C”

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY AGG	\$
						\$
C	EXCESS LIABILITY				EACH OCCURENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

Hidalgo County
 Attn: Purchasing Department
 2812 S Highway Bus. 281
 Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

" will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

" will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

" have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**PROPOSER'S AFFIDAVIT
Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "INTERACTIVE VOICE RESPONSE SYSTEM
HIDALGO COUNTY ELECTIONS DEPARTMENT"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No.(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$_____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

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

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

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had 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 government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"

REQUIREMENT/SCOPE OF SERVICES

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
ELECTIONS DEPARTMENT

REQUEST FOR PROPOSAL

**“PURCHASE OF INTERACTIVE
VOICE RESPONSE SYSTEM”**

RFP NO: 2009-459-12-09-CGV

**HIDALGO COUNTY ELECTIONS DEPARTMENT
REQUEST FOR PROPOSAL
“INTERACTIVE VOICE RESPONSE SYSTEM”
RFP NO: 2009-459-12-09-CGV**

OVERVIEW:

The County of Hidalgo is seeking sealed proposals from qualified vendors to furnish all items essential for a **Turn-key “Interactive Voice Response System”** for the Elections Department. All labor and materials required as well as English and Spanish recordings, English and Spanish script writing and application write up as necessary. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **“Interactive Voice Response System”** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, December 9, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-459-12-09CGV

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, December 2, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 4, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The contract shall be for the period of five (5) years. Hidalgo County reserves the right to continue this proposal for an additional sixty days (60) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SPECIFICATIONS/SCOPE OF SERVICES** (Warranty, Maintenance and Service) in **Exhibit "A"**.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. **(if applicable).**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have

the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- d. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Drake Communications was established in 1979, and incorporated in Texas in 1982. We have always been in the voice delivery business and have as our mission to deliver the best in voice products at the lowest cost possible.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a qualified vendor with proven elections experience with interactive voice response systems for large counties. The proposer who will directly perform the services is required to have any and all applicable licenses, permits and certifications to perform necessary services and must with RFP. Photostat copies are acceptable.

Drake Communications has delivered Interactive Voice Response systems to the elections community since 1994. We have supplied approximately 40 counties with the same type of system as described in your RFP. We are the nation's leader in this type of system and hold a market share nationally of 85% of installs in elections departments.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member designated Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer’s credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

History Founded in January 1979, Drake Communications, Inc. (DCI) distributes a family of voice and data integrated systems targeted toward today’s business applications.

By 1986, Drake had assumed a leadership position in the voice-processing marketplace. Today, Drake Communications, Inc. is recognized nationwide as a leader in providing voice-processing solutions for Election Department Applications using their proprietary “Keystone” Interactive Voice Response Systems.

In 1993, DCI expanded into the sale and service of business telephone systems to fulfill customer desire for complete call processing service. Other products serve to enhance compatible existing telephone systems with cost effective, high performance call processing systems utilizing a modular approach.

Position Founded to provide high performance ACD call processing and Voice Mail functionality specifically to high volume call processing, DCI staked its business claim seeking to provide solutions, but concentrating on departmental applications. We have developed specific Election Department Applications and software, which we make available directly on a nationwide basis.

Drake Communications, Inc. is an authorized sales and service channel for many of the leading products in the industry and developers of Keystone Information Systems, for the Election Polling Place Look-up.

Products Automated Attendant Voice Mail
Interactive Voice Response Systems Audio-Text Information Systems
Voice Logging Recorders Local Line Service
VOIP (Voice over Internet Protocol) Telephony Solutions Digital Phone Systems

Principals **Cecil Drake**
Cecil’s career has been in the voice-processing field since 1968, when he joined Dictaphone Corporation. As a sales executive, he moved through the ranks to the Telecommunications Division where he spent several years developing products and sales approaches to handle high volume calls for a variety of companies and applications including multi-line answering, automated banking, etc. until starting Drake Communications Inc. in 1979.

L. Gaye Drake
Gaye is responsible for applications writing and script development for the Elections division of Drake Communications, Inc. In this position she has produced scripting and software applications for approximately 15 election departments across the nation. Gaye and her support staff work together on the development, implementation, installation and on-going maintenance and support of these systems. All aspects of the project through delivery and testing will be handled by Cecil and Gaye Drake. After acceptance, normal support staff will handle day to day needs.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

TEXAS SALES AND USE TAX PERMIT
This permit is not transferable and must be prominently displayed in your place of business.

Merchants: DO NOT accept a copy of this permit in place of a resale certificate. You will be responsible for sales tax unless you have a valid resale certificate on file.

A new permit must be obtained if there is a change of ownership, location or trade name. If the location specified in this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last taxable business transaction.

<p>TRADE NAME AND LOCATION ADDRESS</p> <p>DRAKE COMMUNICATIONS INC 2435 SQUIRE PLACE STE 400 FARMERS BRANCH TX 75234</p>	<p>Type of permit</p> <p>LIMITED SALES TAX</p>
	<p>Taxpayer number</p> <p>1-75-2012773-3</p>
	<p>Outlet number</p> <p>00004</p>
	<p>Effective date</p> <p>08-01-92</p>

TAXPAYER NAME AND MAILING ADDRESS

DRAKE COMMUNICATIONS INC
 2435 SQUIRE PLACE STE 400
 DALLAS TX 75234

51

John Sharp
 JOHN SHARP
 COMPTROLLER OF PUBLIC ACCOUNTS

For Sales Tax assistance or to request any forms call 1-800-252-5555 toll free nationwide, or call 512/463-4800.
 (From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-249-4099 toll free, or call 512/463-4821.)

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on a proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, December 23, 2009.**

SCOPE OF SERVICES/REQUIREMENTS

GENERAL INFORMATION:

Hidalgo County Elections Department (hereafter called County) intends to contract with the most qualified providers (hereafter called "vendor") to provide all items essential for the purchase a **Turn-key "Interactive Voice Response System"** to include all labor and materials required. The System should be available for installation upon award of the contract and/or purchase order and be fully implemented by January 22, 2010.

Accepted product will be delivered with all recordings complete and ready for connection on or before January 22, 2010.

SPECIFICATIONS:

We need a sixteen (16) line capacity Interactive Voice Response System (IVR) that provides all forms of voter information from how to register, to where to vote along with a vast amount of other information that would be suitable at the appropriate time. We will need a system that includes at least five (5) different tracks of information to be implemented at different times.

We will deliver a 16 port system with all aspects of the voting process, registration, candidate information, early voting information and location, polling place locations for all elections, poll worker qualifications, work schedules, and pay, ballot by mail as well as all other facets of the elections process. This information will run in date appropriate segments with tracks for Non-Election Time, Registration Open for upcoming election, Early Voting Open, Election Time Sat. before election through election, and Elections and Polls closed referring to elections results, all modes open and close at dates relative to each mode, for the election at hand.

Please provide a synopsis of your proposed solution following the format as noted below:

Service Enhancement Plan:

- I. a. Provide a brief summary of the specific steps and actions you would propose to improve Hidalgo County's application and reduce overall costs.

We will propose you allow our IVR system to be connected to the main line of your existing elections number and have us answer all calls into the department. We know from past installations that this system is able to answer 80% of all calls it receives without any interaction with your personnel. This will not only save time and money for staff on a daily basis, but at election time, it will save valuable staff resources for the task at hand by eliminating the need for staff to answer the phone all the time.

Capability Assessment:

- II. a. Each proposer is required to describe the programs and procedures that it will bring to meet Hidalgo County's requirements.

Within one week of award of the contract, we will compile and provide for the department, from our expert knowledge, a suggested script. Your staff will have the opportunity to customize it for Hidalgo County by adding to, removing from or modifying any part of the script. Once the script is agreed upon, it will be recorded in English. Your staff will be given a direct number to review the recordings. Any changes requested will be made. Upon final approval, the Spanish recordings will be made. At this point the system is ready for delivery and can be put into use in about 4 hours of onsite work. After that day your staff will be responsible to make us aware of upcoming elections, and provide us with a database of registered voters and a complete list of precincts with polling locations. We will handle all other chores such as recording changes to point out the election upcoming, start and end dates for registration, start and end dates for early voting, start and end dates for ballot by mail, as well as polling place locations date appropriate for both early voting and election day. We will see that appropriate messages play on appropriate days and the system returns to a "non-election" mode when the election closes. The Elections department will be responsible to advise of any special conditions such as changes in polling locations; those changes will be made immediately. We will be fully responsible for the content and operation of the system at all times including any and all labor and parts, 24 hours a day 365 days a year.

III. Fees:

- a. Participants submitting proposals to provide including, but not limited to the following:
 - 1) Labor, materials, training and testing system;
 - 2) Warranty to provide and install the equipment;
 - 3) Maintenance agreement (On a three (3) year and a five (5) year);

1-Keystone 16 port Voter Information Interactive Voice Response System.....	\$59,500.00
1-Keystone Outreach Caller Software package	4,500.00
1-Keystone Text to Speech Conversion Software package.....	N/C
1-Keystone Elections Administrator Report Package.....	5,900.00
1-Keystone Expert Management package for 1 year from date of install	N/C
1-Raid 5 upgrade providing triple hard drives and dual power supplies	5,000.00
Total cost as discussed.....	\$74,900.00

Our Expert Management agreement is billed on an annual basis after the first year at \$4,200. per year (for a 16-port system) and is renewable for 3 or 5 years.

The system is delivered at the above cost and will be completely maintained for one year from delivery date, at no additional cost, including all labor, parts, recordings, database work ups, elections configurations, etc. After the first year the same will be provided under our Expert Management Agreement on an annual basis for \$4,200. per year and will repeat that price for a minimum of 5 years.

IV. Timelines:

- a. System must be fully operational on or before January 22, 2010, in order to handle calls about the March 2, 2010 Primary Election.
- b. Each proposer is required to provide a complete implementation plan demonstrating the capability to meet this deadline and listing major deliverables.

We will deliver the proposed script within one week of awarded contract. Within one week of script approval we will have recorded system for you to approve. Within one week from approval of recordings, we will schedule a day for delivery of the system. Delivery will be effected at your convenience. Once onsite, the system will be up and working within 4 hours. Upon award we will order from your telecom department the needed connectors for the system.

STATEMENT OF WORK

1.0 General

1.1 Hidalgo County seeks a vendor with proven elections experience in large counties to acquire, deliver, install, convert data, prepare scripts and recorded materials, documents test, make fully operational and then maintain a turnkey, telephone based, Interactive Voice Response (IVR) System.

Accepted. We have delivered elections systems to approximately 40 counties across the nation, each system customized to that Elections Departments needs just as you expect.

1.2 The purpose of the IVR is to provide voters and election officials with automated information about voter registration status, precinct and polling place information and other data relevant to the conduct of elections and voter registration.

Accepted. Our script runs 15-20 18 pages of information about the elections process, as well as polling place look up, different portions to be active at different times of the Election cycle.

1.3 This system must provide English and Spanish recordings, English and Spanish script writing and application write-up as necessary. This interactive voice response system is to provide information to the calling public 365 days a year/24 hours a day. This purchase would reduce the amount of manpower necessary to handle the redundant phone requests that consistently come into the department throughout the year.

Accepted. The system will be in a choice of two languages English and Spanish.

2.0 Scope

2.1 The awarded vendor shall provide any and all hardware, software, programming, setup, interfaces, cables, connectors, training, documentation and any and all other materials (including recordings) required to install, make fully operational and also maintain the system. Hidalgo County shall make available an agreed upon number of fully functional analog telephone lines in which calls shall be routed by the Countywide Telephone System to the proposed vendor system. The system will be designed to run unattended twenty-four (24) hours per day, seven (7) days per week.

Accepted.

2.2 Hidalgo County has approximately 700,000 residents and approximately 290,000 registered voters in its voter registration database. These voters reside in approximately 140 precincts and in a Presidential Election we typically use 95 polling places. Numerous smaller elections are held with typical county-wide contests using up to 40 polling places.

We accept responsibility for all elections large and small; however you must notify us as previously described. We will then put together the scripting and recordings.

3.0 Timelines

3.1 The system must be fully operational on or before January 22, 2010 in order to handle calls about the March 2, 2010 Primary Election. Early voting for this election commences on February 16, 2010. Vendor must provide a complete implementation plan demonstrating the capability to meet this deadline and listing major deliverables.

We will deliver the proposed script within one week of the awarded contract. Within one week of approval of script we will have recorded system for you to approve. Within one week from approval of recordings, we will schedule a day for delivery of the system; this will be done at your convenience. Once on site the system will be up and working within 4 hours. Upon award we will order from your telecom department needed connectors for the system.

4.0 Specifications

The system shall meet the following specifications including but not limited to:

4.1 *Capability and Performance*

4.1.2 Sufficient capability to answer calls by the second ring 99 percent of the time. The vendor shall describe the modeling they have done to meet such specification. Vendor shall identify three counties and appropriate contacts for verification of implementation of the system and a model of appropriate magnitude for Hidalgo County.

The 16 port system is designed to give this type of quality service to up to 300,000 registered voters.

1) Dallas County Elections Dpt., Dallas, TX: Mr. Bruce Sherbet, Elections Administrator (214) 819-0335.

2) Bexar County Elections Dpt., San Antonio, TX: Mrs. Jacquelyn Callanen, Elections Administrator (210) 335-8683.

3) Tarrant County Elections Dpt., Fort Worth, TX: Mr. Steve Raborn, Elections Administrator (817)831-6480

4.1.3 Full redundant hardware and software such that no single point of failure will take down the entire system (assuming power, air conditioning and phone lines to the Countywide telephone system).

The system is Raid 5 compliant with three hard drives and two power supplies.

4.2 Scripts must be presented as part of the proposal and be available to provide for at least, but not limited to, the following inquires/information:

- Polling Places for Early Voting
- Early Voting Requirements and Dates
- Polling Places for Election Day individualized for each voter
- Absentee Ballot Application
- Voter Registration Application
- Dates for Elections
- How to contract the Elections Department

A copy of our model script is included at the back of this proposal.

4.3 Reports must be available which will document the following:

- Number of calls
- Number of calls in selected time periods
- Number of calls per subject area
- Number of calls per subject in selected time periods
- Other

Our proposal includes the Election Administrators Report Package.

4.4 Delivery and Installation must be completed, to include training the Hidalgo County Elections staff and testing within the week of January 18, 2010 to January 22, 2010.

Accepted.

4.5 Configuration will be presented to County for an appropriate evaluation prior to final selection. It must demonstrate technical setup and technical operational requirements such that it demonstrates a successful operation. Vendor must discuss any previous system challenges and how they are addressed in both manner and timeliness.

Accepted. We have never had challenges that showed up as problems in the install phase, we only have added features from input of customers as they begun to use the system.

4.6 Testing will include a robust assessment of multiple calls and multiple subjects to approximate a short period of Election Day. System must receive and process all calls and print reports as required. Selected Vendor and the County will prepare and appropriate script for testing.

Accepted

4.7 Acceptance will be completed after successful operation of the system during the March 2, 2010 election. Minimum acceptance will include:

- 1) System must answer 90% of all incoming calls on a timely basis, not later than 3rd ring.
- 2) System must correctly answer 98% of all calls in a 1 hour test period to be conducted prior to January 22, 2010.
- 3) System must be able to shut down and start again with no loss of capability or response time or accuracy.
- 4) System must produce reports that indicate type of call and time of call, by subject matter, for the period use of the test stated in 1 and 2 above.
- 5) System must meet same standards in 1 and 2 above in a subsequent test on January 22, 2010 to assure consistency in performance.

Accepted.

5.0 Training:

5.1 Training will be conducted in the Hidalgo County Elections Department Training room. Vendor will coordinate with appropriate County agencies to assure preparations of the selected operational site.

5.2 All staff should be trained with a combination of written materials, demonstrations and hands-on use of the system in a test environment.

Accepted. Only on site action needed is to reboot the system, if necessary. However, training will be provided to change recordings if wished.

6.0 Warranty, Maintenance and Service:

6.1 Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.

Accepted.

6.2 An ongoing maintenance plan must include scenarios, recordings and costs addressing regularly scheduled operations and technical checks as well as a preventative maintenance schedule. It should also identify proposed response times in the event of both emergency and non-emergency conditions.

All costs are included in the Expert Management Agreement. We have a 2-hour response to emergency requests; however, our average response time is something less than 10 minutes to our existing elections customers. We have an 8-hour response to non-emergency requests and have an average 4 hour response time to elections customers.

6.3 County prefers to have a warranty program for five (5) years, on-site maintenance. Vendor must present a warranty and maintenance cost schedule for both three (3) and five (5) years for evaluation.

Cost of Expert Management Agreement is \$4,200 per year for years 2-5 regardless whether you choose 3 or 5 year term.

6.4 Vendor shall provide staff available for On-site maintenance and support through-out the maintenance agreement.

All maintenance will be performed by remote control. The only need to be on site is for hardware replacement, in such cases a \$400 trip fee is billed and on site repairs are made as needed, without further cost to the county.

6.5 Vendor must keep all software at current levels and install all upgrades that may be required over the life of the product.

All software upgrades to maintain the system as delivered will be supplied no cost. Other system options that might be offered in the future will be offered and billed as a separate purchase.

6.6 Vendor must provide all software licenses to all third party products (like Microsoft Windows and Server products) as well as the call processing software.

Accepted.

Capability Assessment:

Proposals should address the following areas:

1. Service standards currently in place to measure quality of service delivered to clients;
Available on Reports.
2. Disaster-recovery plans for both data and personnel;
We will have all data redundant on the system and in our office. In the event of disaster, we could also divert your phone lines to a number in our office and answer with your information.
3. Maintenance plans both after warranty and preventative;
Maintenance is free the first year and \$4,200 each year thereafter.
4. Information for handling transition with minimal disruption to ongoing operations;
The transition from live to IVR would require only a momentary lapse in service of no more than five (5) minutes.
5. Sample of scripts;
Included.
6. Sample of types of reports available.
Included.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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ADDITIONAL INFORMATION:

- All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

EVALUATION COMMITTEE:

The County's evaluation committee will consist of the Elections Office Staff and member(s) of the Purchasing Department.

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Elections Department will evaluate the proposals utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Elections Department, including but not be limited to, the items listed below:

- | | | |
|----|--|-------------------------|
| 1. | Capability and Performance | 25 points |
| 2. | Ability to provide all services requested | 30 points |
| 3. | Experience with Elections Systems | 20 points |
| 4. | Cost and Warranty/Maintenance Service | 25 points |
| | | Total 100 Points |

B. RANKING OF PROPOSALS:

Hidalgo County Elections Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Elections Department will make a recommendation to Hidalgo County Commissioners' Court for approval of rank and/or award of proposal before proceeding with negotiation process.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

PROPOSAL PAGE



Drake Communications Inc.

2435 Squire Place Suite 400
Dallas, Texas 75234
(972) 243-2500 Fax (972) 247-2872

Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

December 19, 2009

Martha L. Salazar
CPPB, Purchasing Agent
Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

Dear Mrs. Salazar,

Pricing includes all installation, training, applications writing, and script writing and recording. Delivery of the system will be approximately 30 days from date of order depending on our workload and your responsiveness to our questions about scripting. The system will first be recorded in our offices and you will be given a number to call so that you may listen to and approve recordings. All systems come with Spanish as a second language track, at no cost. This would mean all callers would have to make a language choice before receiving any information, you must ask for this option to receive it.

Training

Little training is necessary as we will manage and update your system to handle the needs as they develop day to day using as a base our 5-track information system for different situational needs as they occur during the voting cycle. However you will need to be trained on:

1. How to create new or change existing recordings.
2. How to print and understand reports.
3. How to reboot the system.
4. Other day-to-day duties that might be necessary to run the system.

Ongoing Costs

Drake Communications will handle as part of your purchase price, all day-to-day IVR chores during the first year after purchase. In future years, this complete maintenance continues through our Expert Management Agreement.

Data Needs

The ongoing database management is to be maintained by Drake Communications once it has been presented to us on CD-ROM, or transmitted to us via our FTP site, in an ASCII, comma or tab delimited format. This particular operation needs to be done after the close of each voter registration that you want updated look up for. When you complete your registration closing and approve that list, the registered voter data should be pulled to a file as detailed in the database format attachment and sent to us. We format the information so that the IVR can work with it, and we eliminate any duplicates of which there will be approximately two to five percent in most cases. Database preparation is included in your Expert Management services.

Installation/Telecom Needs

The Keystone system connects through an amphenol connector on a 25-pair cable. We provide a female connector with the first 16 pair used to connect to our 16-port card. For each 16 ports of system you wish, a connecting cable would be necessary. A typical installation from the telecom service provider would be an RJ-21X jack with an attached 25 pair cable approximately 6 feet long and presenting for connection a male connector of which the first 16 pair are hot. The preferred type of telephone service is a terminal hunt group, which always rings the first number, which, if busy, hunts downward for the first free line (if no lines are free, the caller receives a busy signal). These lines should be call forwarded on a ring no answer status to the same number to which we transfer requests for live assistance. This provides back up in case the system fails to answer. The system also requires a dedicated phone number for modem access which number should be presented on a RJ-11 jack. We can connect directly to analog stations of any telephone switch.

Script Creation

The Keystone system is assembled and work begun on the script upon receipt of your purchase order. Script creation begins with us furnishing you with samples of scripts currently used in other counties, as well as a generic script that is the framework from which we build your script. We will need a contact person with whom to work (either in person or by telephone) on these scripts and to determine the flow of calls through the application.

Warranty/Maintenance

At the time of purchase you will receive Expert Management Agreement services for the first 12 months included in the system price. This will have an annual renewal fee.

Expert Management Agreement provides complete maintenance of the Keystone IVR, including: hardware, troubleshooting and repair, recordings including polling locations, menus (menu changes to be designed by customer) creation of Keystone IVR compatible database from voter data provided by customer, system back up services and rebuilding of lost application files. This includes unlimited hours per year. If a trip to site is required a \$400.00 trip charge applies.

As part of our Expert Management Agreement, D.C.I. will implement menu changes (recording, routing) with written notification or written confirmation of phone request from customer. D.C.I. will also handle program changes to fit situation specific needs. In short, with just a small amount of help from you we will maintain your entire system, application, software, and hardware. We will present a professional face for your department to be proud of and your public will love the ease and convenience with which they can now get information.

All Maintenance Agreements run from date of Delivery. Script writing and new application development incur normal billing charges of \$120.00 per half hour.

Hardware

Keystone is housed in an industrial grade computer, rack mountable in a 19" rack or can be placed on a desktop. It has an internal modem, allowing for remote diagnostics and repairs. Approximately 95% of all repairs can be done remotely. We provide service 365 days a year, 24 hours a day. We have a record of customer service in the high volume call-processing field, which is our specialty, since 1985. You will notice in our Expert Management Agreement, we expect to respond to emergencies within two (2) hours (24 hours a day) and non-emergencies within eight (8) working hours. We rarely miss these goals.

Options

Registered Voter look-up Text To Speech option:

Callers may confirm their Voter Registration status at any time, off election etc. They input their date of birth and the house number at which they are registered. WHEN THE SYSTEM FINDS THE MATCH, IT READS FROM THE DATA FILE, IN ITS COMPUTER VOICE, THE NAME OF THE PERSON REGISTERED, AND THE PRECINCT IN WHICH THEY VOTE. At Election time, the registered voter is also provided with the assigned Election Day voting location. This either confirms the person is registered or, if not found, enables caller to transfer for assistance or move to information on procedures on getting registered, ordering a voter registration form, or updating registration with current address, etc. This option is included in the bid.

POLL WORKERS can use the system to confirm registration of a person who shows up at a polling place but is not on the voting list at that location. By calling into the IVR the poll worker can confirm if that person is registered and if so obtain their polling place, therefore hopefully redirecting them to the appropriate polling location, or knowing which ballot to supply the voter or if necessary, providing the opportunity to vote a provisional ballot. This option is not included in the bid but could be added for \$5,750.00.

Outreach Contact Dialer

This option uses existing lines connected to the IVR that are not currently being used for incoming call service to automatically place outgoing calls.

This option can be an enormously successful time saver for: notification to poll workers that supplies are ready and where to pick them up, the ability to call poll workers with information on training classes, telephone notification to the polling place provider the day before an election as a reminder to be on site so poll workers have access to the polling place on Election Day.

When the DC Board of Elections and Ethics, in Washington DC installed their new system, they had an unusual problem that has lead to new uses for this option. The contractor that printed the voter packet mailed to each registered voter made an error, printing the wrong polling location to 5 different precincts. By using the phone number in the registered voter data list of the affected precincts, we were able to quickly develop an out dial program and verbal message which allowed the IVR to call everyone in those precincts and verbally tell them of the problem and correct the polling place information they had received by mail.

Another county had a Court order to extend polling place hours that came on Election Day. The Outreach Contact Dialer dialed all the polling places and alerted the elections judges of the extended hours without tying up a single worker. This option is routinely used to mass communicate with Election Judges immediately prior to and on Election Day for all kinds of information dissemination. This option is included in bid.

Elections Administrator Reporting Package

This optional reporting package is designed to support the Elections Administrator, in knowing how to better serve the public and give the elections commission details on how the system is saving the department money everyday. It includes such things a reports on how many callers were answered by the system, to which areas of the system did callers visit, if requesting a polling place location how many received the information requested, if inquiring about their registration how many received the information they requested. How much time do callers spend in the IVR system getting information that would require live assistance otherwise. How many total callers visited the call center IVR and of that number how many still need operator assistance. These reports can be pulled for any time frame from hours up to one year of past activity. This option is included in bid.

Redundancy

If you would like to add redundancy to your system to ensure a more fail proof operation, we offer a RAID 5 version of the Keystone IVR. This gives you a three-hard drive system with data striped across all three drives. In the event any one drive fails we always have enough information on the two remaining drives to go on. It also provides two power supplies providing back up power from the second power supply if the first one fails. These are the two most likely problems you could experience with your system. Both the hard drives and the power supplies are external pull and plug units and hot swappable, without stopping service. This option is included in bid.

Voice Mail Services

If your present phone system does not offer voice mail, the Keystone IVR has a voice mail component which you may choose to enable at no cost. It also has a Unified Message Service which converts your voice mail messages to a wave file and sends them to your Outlook Inbox where you can listen to them over your computer speakers, by simply clicking on the message as you would an e-mail. This Unified Message Service is not included in bid but could be added as an option at \$2,500.

Satisfaction Commitment

We are used to dealing with customers from East Coast to West Coast. We have no unsatisfied users of our product and as customer service is foremost in the minds of all of our customers, therefore it is foremost in ours. You will be happy, and your calling public will be happy, with our level of customer service. Should you have any additional questions please do not hesitate to call me, as I would be most happy to go over any of the above with you any time.

Sincerely,



Cecil Drake
President

**PROPOSAL
INTERACTIVE VOICE REPONSE**

QTY	DESCRIPTION	PRICE
1	Keystone 16 port Voter Information Interactive Voice Response System	\$59,500.00
1	Keystone Outreach Caller Software package	4,500.00
1	Keystone Text to Speech Conversion Software package	N/C
1	Keystone Elections Administrator Report Package	5,900
1	Keystone Expert Management package for 1 year from date of install	N/C
1	Raid 5 upgrade providing triple hard drives and dual power supplies	5,000.00
Total		\$74,9000.00

** Our Expert Management agreement is billed on an annual basis after the first year at \$4,200.00 per year (for a 16-port system) and is renewable for 3 or 5 years.*

OPENED
 9:47am

 12-23-09
Witnessed



EXHIBIT "C"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID CG
DRAKCO1DATE (MM/DD/YYYY)
12/18/09

PRODUCER Chapman-Cornelius Ins Svcs Inc PO Box 200308 Arlington TX 76006-0308 Phone: 817-633-4696 Fax: 817-543-0595		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Drake Communications, Inc. 2435 Squire Place #400 Farmers Branch TX 75234		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: The Hartford	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDITIONAL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	46SBAVI9664	10/20/09	10/20/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46SBAVI9664	10/20/09	10/20/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A			EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	46SBAVI9664	10/20/09	10/20/10	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	46WBCZH7646	10/20/09	10/20/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A			OTHER Property Section	46SBAVI9664	10/20/09	10/20/10	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Hidalgo County is shown as Additional Insured if required by written insured contract.

CERTIFICATE HOLDER HIDACO1 Hidalgo County Purchasing Dept New Administration Building 2812 S. Business Hwy 281 Edinburg TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James M. Cornelius</i>
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ACORD 25 (2009/01)

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AI-19417

22.E.1.

**Final Negotiated Agreement with Drake Communications Inc-Interactive Voice Response System
CC REGULAR**

Date: 01/19/2010

Submitted By: Griceida Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Elections

Information

CAPTION

Acceptance and approval of the negotiated service contract (reviewed and approved as to form by legal counsel) which includes a best and final offer, with Drake Communications Inc. for Interactive Voice Response System for Elections Department.

BACKGROUND

IVR total cost is \$74,900.00

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1283-414-00-130-018-8-743

FUNDS AVAILABLE Y/N?: Y/pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance is \$37,450.00 as of 01/15/10.

**pending transfer AI-19252 CC 01/12/10 for \$37,450.00

Funding will be available once the grant has been carried over to 2010.

Attachments

Link: [BAFO Drake](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 01:48 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 01:50 PM	APRV
3	Roland Garcia	Rolando Garcia	01/15/2010 01:53 PM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW
Form Started By: Griceida Villarreal			Started On: 01/13/2010 03:50 PM	
Final Approval Date: 01/15/2010				



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Mr. Cecil Drake
Drake Communications Inc.

From: Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
C/O Cris Villarreal, Buyer II

Date: January 13, 2010

Re: Award of Contract for RFP- 2009-459-12-09CGV: "Interactive Voice Response System for Hidalgo County Elections Department", project.

Pursuant to action taken by Commissioner's Court on Tuesday, January 12, 2010, be advised that your company has been awarded the contract and enter into negotiations with County of Hidalgo-Elections Department to provide services for the above referenced projects.

We request that you submit a best and final offer and a proposed schedule of services by no later than 4:00 p.m. on Thursday, January 14, 2010.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or via fax to (956)318-2629.

Signed: *C. R. Drake, President*

Printed Name: C. R. DRAKE

Cris Villarreal

From: Cecil Drake [cdrake@drakecommunications.com]
Sent: Tuesday, January 12, 2010 7:32 PM
To: Cris Villarreal
Cc: yvonne ramon; Veronica Lopez
Subject: RE: Best and Final Offer for IVR Project

Our best and final offer will be the same as bid. We will deliver first draft of scripts on or before the day we are notified the PO is approved. We will be ready to deliver the product within 14 days from approval of scripting, or if telephone connections are not available at that time, we will deliver within 5 days of notice that proper connectors are in place. An actual date will be worked out to the convenience of the Elections Department. Installation will take less than 4 hours once on site and training will take no more than 1 day.

Should you need us to resubmit our pricing section just e-mail that request back to me and we will comply.

We have provided connector information in our bid however should your telecommunications department wish to speak to me personally my cell phone is 469-853-6350.

Cecil Drake
President
Drake Communications, Inc.
2435 Squire Place Suite 400
Dallas, TX 75234
(972) 243-2500 x 325
Direct: (214) 206-3326
Cell: (469) 853-6350
Fax: (972) 247-2872
CDrake@DrakeCommunications.com

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, January 12, 2010 4:54 PM
To: Cecil Drake
Cc: 'yvonne ramon'; 'Veronica Lopez'
Subject: Best and Final Offer for IVR Project
Importance: High

Mr. Drake,

Please see attached file.

Thank you,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department
Ph: 956-318-2626 or 956-292-7000, ext. 4867
Fax: 956-318-2629
email: cris.villarreal@co.hidalgo.tx.us