

**RFP NO: 2011-052-00-00CGA**

**BUYER III: Gricelda (Cris) Ayala**

**Tel. No: (956) 318-2626**

## **REQUEST FOR PROPOSALS**

**Hidalgo County –Tax Office  
Edinburg, Texas**

**“Turnkey Imaging Software Solutions System and Services”  
March , 2011**

**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: 2011-052-00-00CGA**

1. Sealed proposals will be received for **“Hidalgo County Tax Office – Turnkey Imaging Software Solutions System And Services”**, 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: 2011-052-00-00CGA-Hidalgo County Tax Office- Turnkey Imaging Software Solutions System And Services”** 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, March 00, 2011.**

**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: 2011-052-00-00CGA-HIDALGO COUNTY HIDTA TASK FORCE-NEW RECORDS MANAGEMENT SOFTWARE”.**

**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](mailto:cris.villarreal@co.hidalgo.tx.us) **BY NO LATER THAN** Wednesday, March , 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, March , 2011. **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 Tax Office – Turnkey Imaging Software Solutions System And Services”**
  - 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., March 24, 2011**  
**Project/Anticipated Award Date:** \_\_\_\_\_, 2011  
Commence Work or Deliver Products \_\_\_\_\_, 2011

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 TAX OFFICE  
“Turnkey Imaging Software Solutions System and Services”  
RFP NO: 2011-052-00-00CGA**

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

**SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES**

HIDALGO COUNTY TAX OFFICE

REQUEST FOR PROPOSAL

**“TURNKEY IMAGING SOFTWARE SOLUTIONS AND SERVICE”**

RFP NO: 2011-052-00-00CGA

**HIDALGO COUNTY TAX OFFICE  
REQUEST FOR PROPOSAL  
“TURNKEY IMAGING SOFTWARE SOLUTION  
SYSTEM AND SERVICES”  
RFP NO: 2011-052-00-00-CGA**

**Overview:**

The objective of this Request for Proposals (RFP) is to obtain proposals from qualified vendors that will provide Hidalgo County with an Imaging Software Solutions System and Support Services that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Tax Office of Hidalgo County.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **“Turnkey Imaging Software Solution System and Services”** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, \_\_\_\_\_ 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:  
RFP Number: 2011-052-00-00CGA

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

<p><b><u>:US Postal Mail Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><b><u>Physical Address:</u></b> 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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**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, \_\_\_\_\_, 2011 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, \_\_\_\_\_, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**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 TAX 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. Closner, 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 BIDS:**

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 initial term of the contract shall be for a **three (3) year period from date of award of contract**, with the County's option for an additional **One (1) Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

**DAVIS BACON ACT:**

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

**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 proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications 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. 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.

**SCOPE OF SERVICES**

**1.0 GENERAL**

1.1 Hidalgo County Tax Office (hereafter called “County”) is requesting sealed proposals from qualified providers (hereafter called “vendor”) for an imaging solution that will assist our office to comply with Texas Laws, especially those requirements set forth by the Texas State Library and Archives Commission concerning records retention. County is at the end of contract for the existing system and desires to insure that the best system available is procured to the benefit of the Tax Office. The scope of this Request for Proposal (RFP) includes the acquisition, deliver, installation, conversion, training, maintenance and support of the new system and services.

- 1.2 The proposed imaging solution must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and services.
- 1.3 The objective of this RFP is to obtain proposals that will provide County with Imaging, software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.
- 1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.

## **2.0 PERIOD OF CONTRACT**

- 2.1 The system should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of all existing images, and be operational by May 16, 2011. This contract shall be for a period of three (3) years. Payment for system shall be billed in quarterly payments.

## **3.0 GOVERNING LAW**

- 3.1 Proposer(s) are advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the **Texas State Library and Archives Commission** concerning any portion of these requirements.
- 3.2 This request for proposal is limited to an "Imaging System" only. Any offer or proposal claiming to offer anything other than "Imaging System" will not be considered and may in fact be grounds for disqualification from consideration or downgrading the scoring of such proposal. This request for proposal process is intended to comply with all applicable statutes, and professional ethical considerations.

## **4.0 SCOPE OF WORK**

**TAX OFFICE ENVIRONMENT:** The County collects for thirty-seven (37) taxing jurisdictions and needs imaging services to archive all billings, receipts, distribution, and financial reports within County. County also has an Automobile Department and runs business at the Main Office and five (5) substations within Hidalgo County. The current imaging system stores approximately three (3) million images. The current scanning system has six (6) local in-house scanning stations and three (3) scanning stations connected through its wide area network. Our current system allows for ten (10) simultaneous logins to view archived images at the same time. An interactive web site is the mechanism used to access the images thru a project and record search interface.

**4.1 TECHNICAL REQUIREMENTS:** The imaging solution must be based on current standard technology and must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. Vendor will provide and implement all future upgrades available to any of Vendor's Texas clients, as part of the original purchase. Vendor will provide a turnkey hosting service to County and all backups, modifications, additions, or upgrades to Vendor's internal systems will be the sole responsibility of Vendor without effecting the price, quality, or speed of services provided to County through this agreement. To this end, the following merits must be met:

- Host imaging solution offsite.
- Allow 10 consecutive logins to view all stored images using browser based technology.
- Allow 10 scanning stations image at the same time.
- Initially allow for twelve (12) terabytes of storage space for County Images. This space is for imaging purposes only and does not include any backup space or hard drive striping that may be required by Vendor to maintain its systems.
- Additional storage should available for purchase at five (5) terabyte increments.
- There should be no limitation to the number of images County stores in each of its projects within the allocated space for the proposed system.
- Must be compatible with current PCs, printers, scanners, and existing network setup. If not compatible, Vendor must submit a list of needed hardware and software, including price, of what will be needed to make the proposed solution a turnkey setup.
- Vendor must maintain a direct line (T1/MPLS, etc.) between County and Vendor for imaging uploads from scanning stations and for viewing and printing of stored images.
- All maintenance and backup requirements will be incurred and performed by vendor.

**4.1.1 Performance:**

The system must support the major tax office business processes in a manner to allow for efficient operation of the tax office. To this end, the following merits must be met:

- Setup and configure new system (10 days)
- Load all existing images to new system (20 days)
- Configure existing network and webpage requirements (10 days)
- Reconfigure scanning stations to new system (5 days)
- Train employees on new scanning software (3 day)

**4.1.2 System Security:**

Explain the system security features that your proposed solution has built in or are in place. Explain the physical security features that will be in place where the proposed solution will be housed or located. Please

provide copies of audits, inspections, and/or certifications that are related to system security for the proposed solution. A disaster recovery plan must be included with the proposal.

- Vendor will only allow County images to be viewed by use of direct line between Vendor and County, no internet viewing.

#### **4.1.3 User Security:**

- Access must be project based and managed by a tax office authorized administrator via a standard user interface.
- User IDs will inherit authorizations based on the projects that they are allowed to view. Changing authorizations due to change in duties should be a simple matter of reassigning the user id to a different set of projects to view.
- Password management should follow strict guidelines established by Hidalgo County IT.
- A combination of application layer (OSI Model) and database security may be required to ensure data security.
- The proposed system must provide for logging and viewing of all index and image changes within the system.
- Must be able to view system and user logs to see the users' history or activities.
- Must provide security access reports.
- Vendor must maintain a https: website with encryption to view images.

#### **4.1.3.a** Please answer the following questions as thorough as possible for us to be able to evaluate your RFP.

- How would you prevent anyone from outside our network from viewing our images? Describe your firewall and other security measures.
- Does your system have an administrative console where we can see all users logged into the system? Does it track login attempts and lock them out after three (3) unsuccessful tries?

#### **4.1.4 Data Base:**

- Hidalgo County currently operates Paper Vision Imaging Service with MS SQL Database Management System.
- Unlimited size of database file.
- The proposed system must provide for monitoring of system performance.
- The system must handle confidential data with the highest sensitivity when dealing with public access, reports, and listings.
- Vendor must maintain a secure internet website for the Hidalgo County Tax Office Images.
- The information Vendor provides on website must comply with what we currently provide to our employees at this time. This includes

providing the ability to perform searches by established indexes, viewing images, printing images on regular paper using laser printers.

**4.2 APPLICATION SOFTWARE:** The County requires a fast and reliable Imaging System. The system must support project-based security. The System must be designed so that the end user does not delete or change the indexing of any images already proofed and uploaded to the system. The System must maintain all proper security controls, audit trails, and history logs.

The System should provide ease of use facilities and provide consistent, user friendly access methods. The System should be user friendly so the end user can operate the system productively. The System should have extensive search capabilities for timely image viewing access. The System must maximize productivity and accuracy while minimizing redundant data entry.

Help and informational messages must be provided for all data fields. The message must be displayed upon user demand and via hover help.

All data, images, and indexing entered must be checked for validity and provisions made to correct any erroneous entries.

The System must comply with the **Texas State Library and Archives Commission** retention requirements and all other laws pertaining to digital document storage and retrieval in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for the storage and retrieval of digital documents and must be robust to be able to grow in the number of projects and increase in size of all existing and future projects.

**4.3 USER REQUIREMENT CRITERIA:** Requirements include, but are not limited to:

- Image search and retrieval to be less than 10 seconds.
- Limit scanning capability downtime to one business day.
- Limit viewing of images downtime to less than 4 hours.
- Limit disaster recovery efforts to less than two business days.

**5.0 TRAINING:** During the conversion and testing phase, the vendor is to provide training to all County users on how to use the proposed system. Users should be trained with a combination of written materials, demonstration, and hand-on use of the system in a test environment. All training should be conducted at the Hidalgo County Tax Office.

**6.0 TESTING:** County will conduct a series of rigorous tests on the selected solution after data conversion.

Acceptance testing will be formally finalized with a successful execution of the structured test which will include scanning, indexing, searching and viewing of images. Other tests conducted will be security, speed of uploads, speed of image retrieval, and speed of backup restores. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance of

system.

**7.0 PROPRIETARY IMAGES:** All images, indexing and database files shall be property of County and shall be maintained and preserved in such a manner that will simplify County to change Image System and Services at any time to a different vendor by means of using the standard industry based software and/or techniques.

**8.0 WARRANTY, MAINTENANCE AND SERVICE:** Warranty of the system shall be for three (3) years from the date of formal acceptance or for the life of the contract.

Maintenance of the System must include:

- Legislative changes;
- Software "Bug" fixes;
- **Latest software versions upgrades;**

Software Service of the System must include:

- Hosting of the imaging system at the vendor data center
- Interface with existing scanners and scanning work stations;
- The system must guarantee 99% availability with a four (4) hour **service maintenance call** response time.

Vendor **shall** provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for three (3) years. **County is requesting that payment for system shall be billed in five (5) equal annual payments.**

**9.0 Review and Selection:** County shall review all eligible proposals and based upon this review, may schedule interviews and/or negotiation meetings. Proposals shall be evaluated on the following criteria: Cost, Technical Requirements, Tax Imaging Requirements and Maintenance, Support and Service.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

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

**RFPs must be submitted by no later than 9:30 a.m. on Wednesday, \_\_\_\_\_, 2011.**

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

<b><u>US Postal Mail Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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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 when ever it is in the County's best interest to do so.

### **SECTION III – SELECTION/EVALUATION/RANKING**

#### **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 including a presentation of the proposed system. Hidalgo County will evaluate the proposal 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 including, but not be limited to, the items listed below:**

1. **Cost Fees and Warranty: 30 points**  
In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.
2. **Technical Support and Requirements: 30 points**  
Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal.
3. **Tax Imaging Requirements: 20 points**  
Does the proposed imaging solution have a turnkey installation and include all necessary hardware and software support services. Imaging solution must be fully compatible with existing network and equipment.
4. **Maintenance, Support and Service: 20 points**  
Location of maintenance and support center(s)
  - within CITY metropolitan area;
  - outside CITY metropolitan area;Method of maintenance, Support and Service
  - on site very strongly preferred;
  - by local phone, within CITY area code(s);
  - by 800 or toll-free phone service;

- long distance
- Hours of availability
- operational hours: 8:00 AM – 5:00PM CST;
- guaranteed response time;

**Total 100 Points**

**B. RANKING OF PROPOSALS:**

Hidalgo County Tax Office and Purchasing Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

**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.

DRAFT

**EXHIBIT "B"**

**SELECTION/EVALUATION CRITERIA**

**REQUEST FOR PROPOSALS**

**HIDALGO COUNTY TAX OFFICE**

**"Turnkey Imaging Software Solutions System and Services"**

2011-052-00-00-CGA

**HIDALGO COUNTY TAX OFFICE**  
**“Turnkey Imaging Software Solutions System and Services”**

**EVALUATION CRITERIA**

The evaluation criteria will include, but not be limited to, the items listed below:

**1      **Cost Fees and Warranty:**      **30 points****

In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

**2      **TECHNICAL REQUIREMENTS:**      **30%****

Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal, including but not limited to:

- Performance
- System Security
- User Security
- Data Base

**3      **TAX IMAGING REQUIREMENTS:**      **20%****

Does the proposed imaging solution have a turnkey installation and include all necessary hardware and software support services. Imaging solution must be fully compatible with existing network and equipment.

**4      **Maintenance, Support and Service:**      **20%****

- Location of maintenance and support center(s)
  - within CITY metropolitan area;
  - outside CITY metropolitan area;
- Method of maintenance, Support and Service
  - on site very strongly preferred;
  - by local phone, within CITY area code(s);
  - by 800 or toll-free phone service;
  - long distance
- Hours of availability
  - emergency/hot line: 24 hours – 7days a week;
  - operational hours 8:00 AM – 5:00PM CST;
  - guaranteed response time;



## REQUIREMENTS AGREEMENT

**C-11-052-00-00**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the \_\_ day of \_\_\_\_\_, 2011 by and between \_\_\_\_\_ ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS**, Buyer has solicited sealed proposals for the supply of its requirements of **Hidalgo County** for the **"Turnkey Imaging Software Solutions and Service"** (the "Product") as further described in Exhibit "A", Request for Proposals (RFP) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFP") for a period of **three (3) years** and;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS**, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **three (3) years**, with the **County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on \_\_\_\_\_, 2010 and expire on \_\_\_\_\_, 2011 and it is agreed that the Products will meet the Specifications in the Request for Proposals (RFP) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices

shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County  
Attention: County Judge  
1615 South Closner Ste. J  
Edinburg, Texas 78539

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_

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Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement

upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefore pending before any department or agency of Hidalgo County.
- (2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

Approved By Commissioners Court: \_\_\_\_\_

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
Stephen L. Crain, Attorney

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EXHIBIT "A"  
REQUEST FOR PROPOSALS (RFP)  
PROCUREMENT PACKET

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EXHIBIT "B"  
PROPOSAL PAGE

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EXHIBIT "C"  
CERTIFICATE OF INSURANCE

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