



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

E-12-045-01-17

January 9, 2011

Drake Communications Inc.
C/O Cecil Drake
2435 Square Place, Suite 400
Dallas, Texas 75234

Effective from: 01/19/2012 thru 01/18/2013

Re: E-11-051-01-11
"Turnkey Interactive Voice Response System"

Dear Mr. Drake:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 17, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, today, January 9, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: *CR Drake*

Date: 1/9/12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department
auditors

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:

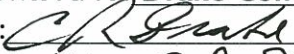


Arturo Guajardo Jr., County Clerk

By: 

Rene A. Ramirez, County Judge

COMPANY: Drake Communications Inc.

By: 

Printed Name: C.R. DRAKE
Title: President

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

By: 

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"

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

DRAKCO1

OP ID: CG

DATE (MM/DD/YYYY)

12/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chapman-Cornelius Ins Svcs Inc PO Box 200308 Arlington, TX 76006-0308 James M. Cornelius	Phone: 817-265-3346 Fax: 817-265-3386	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Drake Communications, Inc. 2435 Squire Pl Ste 400 Farmers Branch, TX 75234-5308	INSURER A: The Hartford		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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	10/20/2012	10/20/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			46SBAVI9664	10/20/2012	10/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			46SBAVI9664	10/20/2012	10/20/2013	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			46WBCZH7646	10/20/2012	10/20/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section			46SBAVI9664	10/20/2012	10/20/2013	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

HIDACO1 Hidalgo County Purchasing Dept New Administration Building 2812 S. Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James M. Cornelius</i>
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