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

January 28, 2013

Reed Roach, Senior Sales Representative
ACS Government Records Management Division
2800 West Mockingbird Lane
Dallas, Texas 75235
Ph. (800) 782-5652 Fax (214) 358-1622

via email reed.roach@acs-inc.com

Re: Extension/Renewal - C-08-448-02-09 - "Records Management and Imaging Services" - Hidalgo County Clerk's Office

Dear Mr. Roach:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the **additional one (1) year period** as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Reed Roach, Senior Sales Reprehensive

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2012

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
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: ACS.CertRequest@Marsh.com

303099-GOVT-CAS-13-14

INSURED
ACS Government Solutions Group
Affiliated Computer Services, LLC
2828 N. Haskell Ave
Dallas, TX 75204

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : St. Paul Fire & Marine Ins Co	24767
INSURER C : Indemnity Ins Co Of North America	43575
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-005796787-19 **REVISION NUMBER:** 1

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**			HDO G27016315	01/01/2013	01/01/2014	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ INCLUDED
	X POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			ISA H08713327	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			ZUP-12P63747-13-NF	01/01/2013	01/01/2014	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WLR C47130025 (AOS)	01/01/2013	01/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A		WLR C47130013 (CA and MA)	01/01/2013	01/01/2014	E.L. EACH ACCIDENT	$ 1,000,000
A	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C47130037 (WI)	01/01/2013	01/01/2014	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: Purchase of New Jury Software - RFP # 2008-302-11-19. Hidalgo County Purchasing Department is included as Additional Insured on GL where required by written contract.

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT ATT
2812 South Business Highway 281
Edinburg, TX 78539

CANCELLATION

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
of Marsh USA Inc.

Lauren Giagrande Lauren Giagrande

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
SERVICE CONTRACT
C-09-448-02-09

This **AMENDMENT** to the **CONTRACT** between **ACS Government Records Services Inc.,** (the "Vendor") and **HIDALGO COUNTY** (the "County"), effective the **12th** day of **January, 2010**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into a Contract dated **February 9, 2009**, in which the Vendor agreed to provide services for:***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk "*** (the "Contract");

WHEREAS, due to a need to clarify the contract number assigned to the contract, the parties now desire to amend the Contract to denote the correct contract number;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. The contract number stated in the Contract is hereby deleted in it's entirety and the following contract number is assigned to this Contract in lieu thereof:

Contract No. C-08-448-02-09

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

ACS Government Records Services, Inc.

2/5/10

Authorized Signature

Title: VICE PRESIDENT

Approved as to Form:

Atlas + Hall, LLC

By:

AI-19324 **19.G.1.**

County Clerk-Amendment to Contract #C-09-448-02-09 - ACS Gov't Records Svc Inc

CC REGULAR

Date: 01/12/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Recommending approval of an AMENDMENT to Service Contract No. C-09-448-02-09 with ACS Government Records Services Inc. to reflect *correct* contract number as C-08-448-09-02 for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" for Hidalgo County Clerk.

BACKGROUND

Amendment to Contract (as approved by legal counsel)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1237-415-40-180-003-0-341
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 01/08/10. Refer to Req. #00167460.

Attachments

Link: Amendmnet-apprvd by legal counsel
Link: current contract document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 11:28 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 11:43 AM	APRV
3	Sylvia Solis	Sylvia Solis	01/08/2010 04:35 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Letty Saenz Started On: 01/07/2010 05:34 PM
Final Approval Date: 01/08/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-448-02-09

THIS CONTRACT is made and entered into this **9th** day of **February, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **ACS/Government Records Services, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for ***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk "*** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, 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 proposal 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 agree that this Contract is entered into in order to provide the Services to **Hidalgo County Clerk's Office** for ***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real***

Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk ". 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 **Hidalgo County Clerk's Office** 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 of four (4) years**, commencing upon approval of Commissioner's Court and expiring on **February 8, 2013**, and may be extended at the sole discretion of the County for an additional one (1) year term. County also 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 the next term and contingent upon cost remaining unchanged.

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 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 employment of Company who operate such 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 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
With copy to:	Hidalgo County Clerk Hidalgo County Courthouse 100 North Closner, 1st Floor Edinburg, Texas 78539
If to Company:	ACS/Government Records Services, Inc. Attn: Hubert P. Auburn, Vice President 2800 West Mockingbird Lane Dallas, Texas 75235

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 9th day of February **2009.**

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: ACS/Government Records Services, Inc.

By: _____

Printed Name: Hubert P. Auburn

Title: Vice President

EXHIBIT "A"
SPECIFICATIONS, REQUIREMENTS & SCOPE OF SERVICES

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL

''RECORDS, MANAGEMENT AND IMAGING SYSTEM''

RFP NO: 2008-448-12-10-otm

''RECORDS, MANAGEMENT AND IMAGING SYSTEM''
RFP NO: 2008-448-12-10-otm

Overview:

The objective of this Request for Proposals (RFP) is to obtain proposals for a turnkey fully integrated records management and document image processing system and specific vendor provided production services (hereinafter referred to as the ``System'') for the Office of the County Clerk for Hidalgo County (hereinafter referred to as the ``County'' or the ``Clerk'')

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **''Records, Management and Imaging System''** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, December 10, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-448-12-10-OTM

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

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:	Physical Address:
Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: **US Postal Mail Address:** Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, December 03, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 05, 2008. **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 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. 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**) 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'sAffidavit.

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 ***Four (4) Year period after date of award of contract***, with the County's option for an additional ***One 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. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award. Additional requirements to be included in the contract, stated under **Scope of Services** 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)**.

SECTION II - RFP R. _UIREMENTS

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

The vendor must provide a system and services that consist of all hardware, operating system software, application software, and any items such as networking (i.e. replacing existing cable to meet Level & specifications) and communications needed to implement the requirements of this proposal including delivery, installation, documentation, maintenance, and user training.

If not the existing vendor, they must show previous experience in importing and converting (transition) system software platforms from the existing vendor system to the new vendor system, seamlessly.

The vendor must provide the following services:

1. Creation of microfilm from the digital images of scanned real property documents as an archival media.
2. Guarantee that all indexing of Real Property Records will be posted within 72 hours.

Vendor is also to provide all accessories, labor, and materials including all consumables such as, toner cartridges, microfilm, and printer ribbons necessary for a turnkey system.

The system functionality includes digital image capture (scanning), storage, retrieval, and automated cashiering for the following documents types:

A. Real Property Records (Official Records)
B. Uniform Commercial Code Records/Financing Statements
C. Birth Records
D. Death Records
E. Marriage Records
F. Cattle Brands
G. DD - 214's

For Marriage records, there is a requirement to generate both the marriage license application and the marriage certificates in accordance with State of Texas and Hidalgo County Forms.

It is the responsibility of the awarded vendor to retrieve ``all'' existing images and data from the current vendor at no additional cost to Hidalgo County. Provide a website with customer log in capability. This site will include the capability of monitoring statistical data such as, number of hits to the site/page and number of hits to particular areas such as deeds of trust, DBA's, oil and gas leases, commissioners court minutes, and any other County Clerk records.

The Hidalgo County Clerk currently has online document images from October 1978 through current. Vendor must convert all existing document images within a 90-day period upon award of this contract.

The County is not interested in the purchase of any hardware or software, at this time, therefore pricing for the system and services should be quoted on the monthly fee basis.

Vendors must provide evidence of their in-house capability.

Vendor shall safeguard all information and data provided by the County. Proprietary ownership of all data, regardless of what media it is stored on, is retained by Hidalgo County. Any reproduction or duplication must have the written approval of the Hidalgo County Clerk.

Vendor must provide an audited financial statement.

Vendor must furnish Hidalgo County with at least three references where proposed software is processing public records, including County name, contact name, telephone number, and length of time software has been installed.

I. SYSTEM REQUIREMENTS

Environment

The design of the proposed system should support either a true client -server. The local area network (having one or more segments) must support at least 100BASE-TX (100Mbps) topology.

It is required that all client workstations run the MS-Windows XP, SP3 or newer.

The server must be a multiprocessing unit capable of performing standalone data processing, image processing, and communications concurrently. The server must also include a relational data base management system with a suitable suite of utility functions. The server (or servers) must be capable of processing document image requests from browser based (internet/intranet connected) workstations.

Provide equipment and connectivity (T-1), for the McAllen sub-station to the County Clerks Office infrastructure.

The proposed system must implement industry open standards in hardware and software to protect the County's investment and offer distributed processing capabilities, allowing information to flow transparently between the proposed imaging system and the County's existing systems.

The system will be capable of accommodating multiple third party e-filing entities that could help increase e-filed documents in Hidalgo County. Any and all third parties capable of providing this service to Hidalgo County shall be allowed to e-record documents in Hidalgo County at no additional cost to Hidalgo County, third party, or the filer.

Workstations

All workstations shall be IBM PC compatible and consist as a minimum or the equivalent of Dell Optiplex 755 core 2 duo/2.33GHz, 1GB RAM, 80GB HDD, with 21'' high resolution monitors (1600 x 1280 pixels), in a dual page display mode.

Image Printers

There shall be no limiting factor on the number of printers attached to the system. Printers must use laser technology with a minimum speed of 17 pages per minute at a density of 600 dpi. It is required that all printers be network attached and able to print images at the printer's rated speed.

Scanners:

Scanners must be capable of scanning up to a minimum of 400 dpi at a sustainable rate of not less than 22 pages per minute and handle documents from 3'' x 5'' to 11'' x 17''. In addition, Software to enhance document clarity will also be required.

Disk Array

The server must have a configurable magnetic disk array subsystem (RAID) operating Server 2003 or better. The subsystem shall have an initial minimum capacity to hold all existing image and index database with sufficient additional capacity to support growth throughout the contractual period.

Cashiering Workstations

Cashiering Workstations will be compatible with the other PCs and will include a cash drawer, a receipt-printing device capable of printing all required stamps and receipts and validation information.

Configuration

The workflow will require a minimum of the following hardware, software, and peripherals:

1. Some workstations will be required to work in a multi-software environment and requestor must be able to accommodate changes.

2. Workstations: (41) PC's and (3) Laptops with Docking Stations
   a. Computer and Peripheral Breakdown
      i. (4) Bookkeeping, w/printers, cashier and receipt ready
      ii. (5) Recording w/printers and cashier and receipt ready
      iii. (3) Scanning stations w/DVD writer must have Excel
      iv. (6) Vitals w/printers must have Excel
      v. (2) Deed records, w/printers, one Scanner
      vi. (14) Public Workstations
      vii. (3) McAllen Station with printers, one of them cashier and receipt w/scanner
      viii. (3) McAllen Public Stations
      ix. (1) Assumed name search computer at Recording
      x. (3) Admin Laptops with docking stations (Latest Technology and Full Office Suite)
   b. Need administrator accounts for selected personnel for editing of indices or records.

This estimate is based on our data and is open for review. Additional equipment will be required as filings increase, as the database expands, and as other departments outside (i.e. sub-stations) of the Clerk's office require remote access to County Clerk records with image capable workstations. At least one (1)

off-site substa. .on shall be included. .ey should be able to provide all services legally allowed for the County Clerk by the Government Code.

Additional workstations and associated equipment may be required to be provided by the vendor, at no additional cost to Hidalgo County, as filings increase, or as the database expands, or as more Internet or remote users are added, or as other departments outside the Clerk's office require remote access to the County Clerk document image records.

Service and Support

Vendor shall provide for full installation support and any training necessary for Hidalgo County employees to fully utilize the system.

Vendor shall provide a method for system modifications, software and hardware (cabling), whether the change is required by system upgrade, workload fluctuations, changes in standards or requested by Hidalgo County. The vendor, at no additional cost to Hidalgo County, shall accomplish this effort.

Equipment maintenance must be performed on-site. Equipment must be repaired or replaced within 24 hours after failure. Maintenance hours are 10 hours a day (7:30 AM through 5:30 PM) five days a week (Monday through Friday) except for Hidalgo County holidays. It is the vendor's responsibility to make all replacement hardware operational (not the County or County personnel). The vendor shall provide a toll free telephone number for a customer support representative available during maintenance hours. The vendor shall provide all supplies (i.e., toner cartridges, printer receipt rolls, receipt printer cartridges, bar coding receipt rolls, marriage license applications, marriage licenses, etc.).

Vendor shall provide a full time, on site technician.

Hidalgo County requires that the support and maintenance depot location for this system be in the State of Texas.

Vendor's system shall include a modem for remote software debug and maintenance in an on-line mode. Responsibility for determining the source (i.e. hardware/operating system/software) of a problem and for resolving that problem shall rest with the vendor alone.

In the event a more efficient technology becomes available, vendor guarantees to convert County's data to a media acceptable to the new technology. Vendor must also provide an acceptable timetable for the conversion at no additional cost to Hidalgo County.

The system must be available during Hidalgo County operational hours; therefore, the vendor is required to have a permanent onsite support person available during maintenance hours.
Quarterly maintenance of computers to include dust removal will be needed.

System Backup and Off-site Data and Image Storage

Vendor shall provide off-site storage in the State of Texas for copies of all images, index databases, and microfilm at no additional cost to Hidalgo County. Vendor's off-site storage

facilities must meet or exceed current ANSI standards and applicable Texas State Library requirements.

Documentation

Vendors shall provide full documentation and information regarding backup procedures and responsibilities.

Vendor shall provide full documentation and information regarding disaster recovery procedures.

Uptime

System uptime is a primary concern of Hidalgo County. Vendor shall provide complete information on system availability and reliability along with fallback procedures in case of equipment failure. Battery backup on all servers & workstations at the Hidalgo County Clerks Office and McAllen substation is required to ensure proper shutdown procedures.

II. SPECIFICATIONS

1. The system must be capable of handling 900 real property document filings a day at start-up and allow modular expansion of the system to handle any increase in filings. System must handle various sizes, colors, and weights of paper. The system must process documents having strips of paper attached over the top of another sheet along with staples and paper clips. Images must be taken from the original documents.

2. They must perform all of the recording functions while the person filing the document waits for its return. Large groups of filings will be processed separately in a batch.

3. All equipment, software, and procedures must meet or surpass, on a continuing basis, all Texas State Library laws and standards for archiving and preservation of records as they are developed and become effective.

4. All proprietary equipment and software must be disclosed. All proprietary software, including original coding, must be placed in escrow as specified by the under control of the Hidalgo County Clerk. The escrow information must be maintained to current status.

5. Simplicity of use by the public is a requirement and will be given the highest priority of consideration. The entire system must be simple to use, but for the end-user public, the system must be simple to the point of not needing prolonged intervention or assistance from a County employee. As an example, no sign-on should be necessary at a public terminal. Public terminals must be view or copy only and provide sufficient security to preclude any possibility of altering documents.

6. System must have user interface software allowing the novice operator to accomplish tasks using simple sequence, allowing quick access with a minimum of confusion, delay, or instruction. Workstations should turn-off after 5 minutes of inactivity.

7. The system must provide an audit trail of all activity, which can be produced on a daily basis.

8. The system shall support optical character recognition. The system shall have the capability to extract information and pass extracted information on-line with the image-to-index originator to complete the index.

9. The systems and information must be compatible with HTML format to allow future Internet compatibility.

10. All systems software and hardware must be able to handle Credit Card transactions for all services offered by the County Clerk of Hidalgo County.

III. WORKFLOW SPECIFICATIONS

Once a document has been accepted for filing, the recording process will begin with the cashiering process at a cashiering workstation.

- Entering the type of document being recorded and verified by a type table. If the type is not on the table use ``unknown'' in the document type and allow the operator to update to the correct type.

- Enter how many pages are in each document.

- Proposed system will utilize a cashiering fee table to calculate and display the total fee for each document and batch. The cashier should be able to change the fee amounts if necessary. Depending on the document type, the system will automatically calculate any taxes due.

- Process any changes in recordings, recalculating the filing fee.

After the fee is received and noted on the system, the system will perform the following functions:

1. System must automatically assign appropriate instrument numbers sequentially within each customer batch, processing each batch in time-received order. Instrument number assigned varies with type of document being processed, real property record, financing statement, etc.

2. System must assign current recording date-year month (yyyy mm dd) and time-hour, minute and seconds am/ pm (hh:mm:ss) for each document.

3. System will assign a receipt number, a transaction validation number, and a cashier identification number and generate a receipt, which also identifies all document types and moneys collected.

Included on the receipt

- Received From:-Name and Address
- List of fees by document number and type
- Method of payment (include check number or numbers if multiple checks)
- Any change required
- Receipt number
- Validation number (sequential transaction number)
- Cashier identification and station number
- Total fee amount
- Date

4. System will imprint the fist page of the document with the cashiering validation information and recording information. System will imprint the original instrument with the following information:

- Date and Time - on first page only
- Fee Amount - on first page only
- Cashiering validation information - on first page only
- Instrument number - on first page only
- File stamp - on last page only

5. The system must allow the ability to change the locations of the stamps as necessary.

6. The system must have the capability of printing mailing labels or for returning processed documents by mail to the customer. These labels should include a mailing date and instrument identifier in addition to the pertinent name and address information.

7. The system must document all transactions recorded and amount charged.

8. The system must include tables to limit the amount of data entry required, including, but not limited to, type of document, amount charged, and name and address tables.

9. The system must allow payments to be accepted by cash, check or charge (standard or advanced deposit draw down), or deferred payments or any combination thereof. The system must calculate change due on screen and allow an option to log a refund, rather than return the cash amount. For filing and for copy charges, the system must generate invoices, if needed.

10. The system, must issue monthly balance statements.

11. The system must include a cash drawer for each cashiering station. Provision must be made for closing each drawer both during the day with subtotals and at the end of each day with subtotals. Each station will be uniquely identified. The end of the day reconciliation report should allow a remarks field to enter operator signatures and comments.

12. Voided transactions must be documented by the system.

13. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

14. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

15. Once the transaction has been entered into the system, there can be no deletions or alterations made to that transaction, changes to the cashiering system may be made only by offsetting transactions.

16. The on-line real property database will require the vendor to convert and load the entire database onto the new system. We must have on line correction capability. All of our current inquiry screens capability must be available on the image viewing terminals using the new system. For indexed entries to which there is an image, there will be an indicator on the index display that a document is available or not available for viewing and the linkage to the image record.

17. All images are to be available to the public for viewing without operator intervention. Image selection for viewing should be accomplished with no keying of data. Copies should be available at a cashier workstation through a printer.

18. System must capture the image via batch scanning onto a hard disk for viewing and any needed re-scanning.

19. System must return images to the screen after an inquiry to the index. First page images response time must be less than five seconds for any requested document. For each following page of the document less than two-second page turn time is required. Print stat time must be less tan twenty seconds from request. The system will maintain response time regardless of increased filing volumes or number of workstations accessing the system

20. System to pre-determine the amount of time a workstation monitor stays on line (off after five minutes of inactivity) for cashiering, public retrieval, etc.

21. System must be capable of producing hard copies immediately after imaging. The user must have the capability to print images with or without viewing them. The software must allow images to be printed either page by page or as an entire document.

22. Software must allow images or selected portions of an image to be enlarged for clarification. Software must allow images to be rotated a 90 degree intervals and to reverse the image from white to black and vice versa.

23. Safeguards must be included to prevent the deletion or alteration of any image.

24. The system must provide scanning processing software that will automatically sharpen images. The operator must be able to bypass this feature and manually adjust the image or take two images if necessary.

25. System must be accessible by specific category in order to retrieve data and write to disk i.e.; deeds, foreclosures, assumed names.

26. System should be able to perform document validation, transaction audits and detailed accounting reports by category i.e.; birth certificates long form or card form, death certificates, marriage, etc.

27. System must provide supervisor tools for monitoring employee productivity and accountability.

VIII. TERM OF CONTRACT

The initial term of this contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year under the same rates, terms, and conditions. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award.

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 next contract term.

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, December 10, 2008.**

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

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

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.

S ION III - SELECTION/EVALUATIC 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. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.
30 points

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system
and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.
20 points

4. **Cost Fees and Warranty.** In considering the proposals, the 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.
25 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County 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.

EXHIBIT "B"
VENDOR'S PROPOSAL
AND BEST AND FINAL OFFER (BAFO)

E. Proposal Pricing Page

Description	Price Per Month
Records Management & Imaging System	$13,500.00
	Price Per Instrument
Computerized Indexing of Land Records	$1.30

A C S

Government Records Management Division
2800 W. Mockingbird Lane
Dallas, Texas 75235
(800)782-5652 or (214)902-5000
Fax: (214)358-1622

January 15, 2009

Ms. Olga T. Montero
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Best and Final Offer – RFP NO: 2008-448-12-10-otm
Hidalgo County Clerk's Office – "Records, Management and Imaging Services"

Thank you your memorandum on a Best and Final Offer for the above referenced RFP.

Our "Best and Final Offer" is the same as our RFP Response. We have priced our proposal at our best possible offering to Hidalgo County.

Sincerely,

Lynn Moore
Senior Sales Representative
ACS Government Records Services, Inc.

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Lynn Moore, Senior Sales Representative
ACS Government Records Services, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: January 14, 2009

Re: Best and Final Offer –RFP NO: 2008-448-12-10-otm
Hidalgo County Clerk's Office-"Records, Management and Imaging Services"

Pursuant to "Wednesday's Conference Meeting-January 07, 2009", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Clerk, Hon. Arturo Guajardo, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

a) The term of contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year extension based on prior's year 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. Additional requirements to be included in the contract, stated under Specifications, Requirements and Scope of Services in Exhibit "A".

Your original proposal is at Records, Management & Imaging System $13,500.00 (per month) / Computerized Indexing of Land Records $1.30 (price per Instrument) at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, January 19, 2009 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Submit your Best and Final Offer in a separate sheet and attach this letter with your proposal.

Signed: Lynn Moore **Title:** Senior Sales Representative

Printed Name: Lynn Moore

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY) 12/8/2008

PRODUCER
LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

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

INSURED
1025979
Affiliated Computer Services, Inc.
ACS State & Local Solutions, Inc.
2828 N. Haskell
Dallas TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	

COVERAGES AFFCO01 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] UMBRELLA FORM [ ] RETENTION $	NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B A A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C44355437 (ALL OTHER) WLR C44355486 (AZ, CA) SCF C44355449 (WI)	12/1/2008 12/1/2008 12/1/2008	12/1/2009 12/1/2009 12/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	$1M per person; $10M per occ.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Records Management & Imaging System - RFP # 2008-448-12-10-OTM. This certificate is only for RFP purposes and has been issued in compliance with ACS' policies and procedures. Proposal due date: 12/10/08. Hidalgo County Purchasing Department is included as Additional Insured on GL and AL where required by written contract. ACS division Government Records Services, Inc. will be providing services for this contract.

CERTIFICATE HOLDER

3981356

Hidalgo County Purchasing Department
Attention: Martha L. Salazar
Administration Building
2802 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AI-13873 **21.A.11.**

County Clerk-Award of Service Contract-ACS Government Records Services-C-09-448-02-09

CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Presentation for discussion, consideration and approval of the final negotiated Service Contract (approved as to form by legal counsel) for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" between Hidalgo County (Clerk's Office) and ACS/Government Records Services, Inc.

BACKGROUND

Service Contrat No. C-09-448-02-09-ACS/GRS as (approved by legal counsel)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-341
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for req #'s 147484 & 147493 $165,000.00 & $209,000.00 as of 2-6-09, respectively for ACS.

Amount available for PO #617214 $15,000.00 as of 2-6-09 for ACS.

Attachments

Link: Award of Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:32 PM	APRV
2	Budget & Management	Veronica Lopez	02/06/2009 07:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/06/2009 08:10 AM	APRV
4	Ivan Cantu		02/06/2009 08:34 AM	PEND

Form Started By: Letty Saenz Started On: 02/05/2009 04:22 PM
Final Approval Date: 02/06/2009