

RFP NO: 2013-196-00-00-MEG	BUYER: Elena Gomez	Tel. No: (956) 318-2626 x-4855
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REQUEST FOR PROPOSALS
HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”
Month date 2013

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2013-196-00-00-MEG

1. Sealed proposals will be received for **“Hidalgo County – Credit Card Payment System”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2013-196-00-00-MEG Hidalgo County–Credit Card Payment System”** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, month date, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2013-196-00-00-MEG “HIDALGO COUNTY–CREDITCARD PAYMENT SYSTEM”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to elena.gomez@co.hidalgo.tx.us . BY NO LATER THAN Wednesday, month date, 2013., 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, month date, 2013, 2013. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County – Credit Card Payment System”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - f) contract number must be indicated on all invoices
 - . Discount payments will be considered when offered.
 - . Contact person for Billing and Payment questions:

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

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., **month date, 2013**
Project/Anticipated Award Date: , **2013**
Commence Work or Deliver Products , **2013**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**; ~~Payment Under Contract:~~

~~· If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

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

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

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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

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

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

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

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers’ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County,

including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY –
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2013-196-00-00-MEG

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

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT "A"

Specifications,
Scope of Services, Requirements,
General Terms and Conditions

Hidalgo County

"CREDIT CARD PAYMENT SYSTEM"

RFP NO: 2013-196-00-00-MEG

HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2013-196-00-00-MEG

Overview:

The County of Hidalgo is seeking to enter into a “Credit Card Payment System” contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace Offices and any other applicable County department with “TURN-KEY” Credit Card Payment Systems for processing County residents’ payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of “Credit Card Payment System” as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, month, date, 2013. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2013-196-00-00-MEG

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

Physical Address:
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: Hidalgo County is requesting that request for proposals be routed to:

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

Physical Address:
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, month, date 2013, at 5:00 P.M. at (956) 292-7612 or via email at elena.gomez@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, month, date 2013. **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 PROPOSER.**

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.

DAVIS BACON ACT:

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

DURATION OF CONTRACT: The initial term of the contract shall be for **(4) four Years**, with the County's option for an additional (1) **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. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in **Exhibit "A"**.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County any other applicable programs and agencies under Hidalgo County.

Any contract awarded to a successful proposers will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

Any award of a contract as a result of this invitation will be made by written notification from Hidalgo County Purchasing Department. At this time, the Company/firm must be prepared to immediately begin execution of the appropriated agreements.

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 (IF APPLICABLE TO PROJECT):

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.

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.

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.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, District Clerk, County Clerks, Justices of the Peace, Treasurer's and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' electronic payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal to or better. Any proposal that does not meet the minimum requirements and/or specifications will be rejected, including but not limited to:

- Hidalgo County reserves the right to award to multiple vendors if it's in the best interest to do so.
 - Hidalgo County reserves the right to terminated the contract with a (60) sixty day written notice prior to any cancellation.
 - Hidalgo County reserves the right to request SELF-SERVICE KIOSK(S) from awarded vendor thru this project which must have the capability to interface with Hidalgo County software and/or database.
1. Provide a Browser based turn-key Credit Card / Internet Check payment processing **Application Service Provider (ASP)** solution.
 2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
 3. The proposed solution must provide 128 bit encryption
 4. The proposing vendor must provide, "live" instructor directed training services for of all current and future staff
 5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (**Payment Card Industry – Data Security Standard**) certification and have done so for an unbroken period of time that would number at least four (4) consecutive previous years to this request.

6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide individual customized public websites that are specific to individual County departments or offices for the collection of specific service fees and data collection provided through the form fields through public websites.
8. Provide Internet Browser based collection services for the following departments:
 - a. Tax Office Motor Vehicle
 - b. Tax Office Property Tax
 - c. County Clerk
 - d. District Clerk
 - e. Justice of the Peace Courts
 - f. Community Service Corrections
 - g. Third party cities or agencies.
9. The proposed solution must provide the County with a Real-time Administrator Module that will allow County senior staff to manage the following without vendor intervention:
 - a. Create Departmental Location(s)
 - b. Create individual user-task descriptions
 - c. Create authority for individual users by task
 - d. Create duplicate receipts on demand
10. The proposed solution must provide the County with a [no cost to County] real-time interactive interface with the current County's Property Tax software vendor.
11. The proposed solution must provide the County with a real-time interactive interface with the current Criminal Justice of the Peace legacy system that may be retired within the next 24 months
12. The proposed solution must also be prepared to provide a real-time interactive interface with the County's new Odyssey System from Tyler Technology that is anticipated to be operational within the next 18 months
13. The proposed solution must be able to provide on-line receipts for all credit card and electronic check transactions.
14. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier
15. Must provide on-line "real-time" on-demand reports on all counter and on-line transactions based upon the following minimum guidelines:
 - a. Daily transactions by unique task, i.e., property tax payment, motor vehicle fee, court fines & etc.
 - b. All transactions by date and court.
 - c. All transactions, by either week, month or real-time on a daily basis for counter transactions
 - d. All transactions by unique user-defined Employee Identifier
16. Provide daily "Live" Customer Call Service Desk support to the County staff and the client Credit Card users
17. Provide daily "Live" credit card resolution assistance
18. Provide a secured search site for Motor Vehicle clerks to search the Scofflaw database by any/multiple or all the following search criteria:

a	Date of Birth	h	City
b	Last Name	i	Case Number
c	First Name	j	Case Status
d	Middle Name	k	Warrant Status
e	Driver's License	l	Court Id
f	Citation Number	m	Date
g	Address	n	Search Type

19. Provide a Denial letter listing each department with each or multiple cases and absconder information. Must be able to provide how many times denial letters are printed; daily, weekly, monthly and in other data parameters.
20. Provide a database merge from each of the following departments:
 - a. County Clerk
 - b. District Clerk
 - c. Justice of the Peace Courts
 - d. and any third party that the county enters into an agreement with
21. Provide on-demand online payment report of all transactions processed regarding non-scofflaw online payments
22. Provide on-demand online payment reports of all transactions processed regarding absconders
23. Provide a Public accessible website providing search of the Justice of the Peace, County Clerk, District Clerk, and other county managed Scofflaw database by the following search criteria:
 - a. Date of Birth & Last Name
 - b. Last Name & Driver's License
24. Provide secure online payment processing solution for Scofflaw Absconders through the Scofflaw website
25. Provide department specific transaction reports
26. Provide department specific settlement reports funding into County department designated bank accounts
27. The proposed solution must provide daily "live" Customer Call Service Desk to support County staff and the client eCommerce users".
28. The proposed solution must provide Hidalgo County with an integrated interface and related license from current vendor with the County's existing Scofflaw software solution providing:
 - i. Real time absconder aged as scofflaw
 - ii. Reporting of payment category determining Scofflaw and Non-Scofflaw eCommerce transactions for statistical report to County Judge's Budget office staff for analytics.
 - iii. Real time eCommerce transaction updates clearing absconder's status
29. The software requirements on the Kiosk must be licensed to use the following software products:
 - i. Scofflaw Collections, Justice of the Peace fines and fees collections, County Clerk and District Clerk collections
 - ii. API to the Tax Office's software vendor
 - iii. API to the County Clerk and District Clerk's internal collections vendor
 - iv. API to the County JP internal collections vendor
30. The proposed solution must provide Hidalgo County with integrated interfaces with the County's existing software solutions:
 - i. Hidalgo County Property Tax Software vendor
 - ii. Hidalgo County County Clerk

- iii. Hidalgo County District Clerk
 - iv. Hidalgo County Justice of the Peace
 - v. Hidalgo County Community Service Corrections Department
31. The proposing vendor must provide "live" instructor directed training services for all current and future staff that will be responsible for managing all Kiosks.
 32. The proposing vendor must provide on-line "real-time" on-demand audit reports on all Kiosk transactions based upon the following minimum guidelines:
 - i. Reporting of scofflaw and non-scofflaw specific eCommerce transactions
 - ii. All transactions specific to each type by department and identifier such as case or cause number or property ID for each of the eCommerce payments made through the Kiosk
 33. The proposed solution must be able to provide live receipts from the various licensed software solutions that the Kiosk will be interfaced with for all eCommerce transactions.
 34. The proposed solution must provide for on-line Settlement reports for all transactions. These settlement reports should be separate reports that are distinguishable by the department and task that the collection was made for, as well as provide an overall County wide ability to view all transactions. Full download of all transactions by department, task, location etc. to be available in a file format acceptable to the County Departments.
 35. The proposing vendor must provide a means by which the County can affect an eCommerce transaction reversal or credit including any additional fees paid for the transaction.
 36. The proposing vendor must provide a resolution collection service *before* a Charge Back to the County account. Moreover, that resolution collection service must provide up to 21 days of 'Resolution / Collection Service' on prospective Charge Backs before the charge back can be generated.
 37. The proposing vendor must have a Texas Scofflaw Application implemented
 38. The proposing vendor must be a local vendor
 39. The proposing vendor must have a support office within 65 miles of the County
 40. The proposing vendor must have provided similar services for the County for the last 2 years
 41. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.
 42. Provide a means by which the County can request a credit card transaction reversal
 43. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.
 44. Must have the ability to add additional swipe machine and with the ability for signature from customers
 45. The proposing vendor must provide daily "live" eCommerce resolution assistance.
 46. Credit Card tokenization- This function is essential to allow taxpayers to set up advance payments via both checks and credit cards for future payments. Tokenization is a requirement to move ahead with the implementation of future e-payments. With the new law requiring tax collectors to allow all delinquent accounts which are homesteads to enter into installments payment agreements.

ADDITIONAL REQUIREMENTS:

Provide a timeline for delivery of these services included but not limited to:

- Technical Plan
- Training Plan
- Implementations Plan
- And any other items for services required to be fully functional.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all proposals are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, Justices of the Peace and any other county department that would like to use the Credit Card Services Payment System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, Kiosk etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on all service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, its respective substations, the District Clerk's Office, County Clerk's, Justices of the Peace offices and any other applicable departments, on-site visits are required. The following are the addresses and telephone numbers of the departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

- | | | | |
|---|--|----|--|
| 1 | Paul Villarreal
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733 | 8 | Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343 |
| 2 | Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251 | 9 | Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796 |
| 3 | Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105 | 10 | Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134 |

Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
4 1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
5 1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
6 300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

7 Community Supervision and Corrections Department
PO Box 970
Edinburg, Texas 78540

Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
11 212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
12 222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

13 Norma G. Garcia, Hidalgo County Treasurer
2810S.BusinessHwy.281
Edinburg,Tx78539-6243
Ph:(956)318-2506
Fx: (956) 318-2507

DRAFT

**HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2013-196-00-00-MEG**

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM					
MAINTENANCE	1ST Year	2nd Year	3rd Year	4th Year	Total
HARDWARE	\$	\$	\$	\$	
SOFTWARE	\$	\$	\$	\$	
KIOSK	\$	\$	\$	\$	

In the event of a typographical error, unit price prevails.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

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

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

1. **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

SELECTION CRITERIA

REQUEST FOR PROPOSALS

**HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2013-196-12-18-MEG**

HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2013-196-12-18-MEG

EVALUATION CRITERIA

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

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

HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2013-196-12-18-MEG

RFP EVALUATION FORM

Selection Criteria

		<u>Range</u>	<u>Point Score</u>
1.	Understanding the Services/Methodology	25 points	_____
	Comments/Rationale for Points: _____		

2.	Ability to Commit to all Services Required	30 points	_____
	Comments/Rationale for Points: _____		

3.	Ease of Support System & Response Time	20 points	_____
	Comments/Rationale for Points: _____		

4.	Cost Fees and Warranty	25 points	_____
	Comments/Rationale for Points: _____		

	Total	100%	Score _____

Provider: _____

Evaluator: _____

Date: _____