

RFP NO: 2015-070-04-22	Buyer III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626
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REQUEST FOR PROPOSALS

Hidalgo County – Tax Office
Edinburg, Texas

“AUTOMATED TAX COLLECTION SYSTEM”

Acceptance Date: APRIL 22, 2015

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: 2015-070-04-22-YZV

1. Sealed proposals will be received for [“Hidalgo County Tax Office –Automated Tax Collection 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: 2015-070-04-22-YZV-Hidalgo County Tax Office – Automated Tax Collection 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, APRIL 22, 2015.](#)

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: [2015-070-04-22-YZV-HIDALGO COUNTY TAX OFFICE – Automated Tax Collection System”](#).

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: yolanda.velasquez@co.hidalgo.tx.us , BY NO LATER THAN **April 15, 2015 at 5:00 p.m.** **Responses will be sent to all applicants by Friday, April 17, 2015.** **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 and Contract Number (if any)
 - d) Notation – “**Hidalgo County Tax Office – Automated Tax Collection System**”
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:
Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., APRIL 22 , 2015
Project/Anticipated Award Date: , **2015**
 Commence Work or Deliver Products , **2015**

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

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

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

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County.

By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b)

delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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

where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
“Hidalgo County Tax Office –
Automated Tax Collection System ”
RFP NO: 2015-070-04-22-YZV

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

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT "A"

REQUIREMENTS

Hidalgo County Tax Office
"AUTOMATED TAX COLLECTION SYSTEM"

RFP NO: 2015-070-04-22

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2015-070-04-22

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of a Turn-Key "Automated Tax Collection System" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, April 22, 2015**. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:
RFP Number: 2015-070-04-22

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, April 15, 2015, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, April 17, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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:** Proposers, 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:

Proposer's 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:

Proposer 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 proposer ability.

PROPOSER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the proposer 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 proposer 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 proposer, 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 proposer **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The Automated Tax Collection System ("System") must be available for installation/conversion upon award of the contract. The contract shall be for the period of five (5) years. **Hidalgo County has the option to extend contract for two (2) additional years.** Payment for System shall be billed in five (5) equal annual payments.

Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty days (120) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract are stated under **Exhibit "A" REQUIREMENTS/SCOPE OF SERVICES.**

DEFINITIONS:

For Purposes of this RFP:

"Operational" is defined as ready to be used and/or system implemented.

"Fully Balanced" is defined to mean that all reports, including payment history and unpaid balances for the last twenty years on the new system when loaded and must match exactly to the numbers on the old system as of the day of conversion for all jurisdictions.

LIQUIDATED DAMAGES:

Should the Services fail to be Operational and Fully Balanced by July 1, 2015, the County will be forced to continue to operate the current system at an approximate cost of One Thousand Three Hundred Dollars (\$1,300.00) per calendar day. Should Company fail to complete project within the stated time, the Proposer agrees to pay to County, as liquidated damages, the sum of One Thousand Three Hundred Dollars (\$1,300.00) per calendar day for each calendar day of delay until the project is completed and Operational and Fully Balanced.

DAVIS BACON ACT:

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

DRAFT

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 proposer's 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 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 and must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

The proposer 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 Specifications, scope of services/work requested and label proposal page as Exhibit "B"- Proposal Page.

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.

The County of Hidalgo is seeking to enter into a contract with a qualified vendor capable of providing the Tax Assessor-Collector with "TURN-KEY" Automated Tax Collection System.

1.0 GENERAL

- 1.1 Hidalgo County Tax Office (hereafter called "County") is requesting proposals from qualified providers (hereafter called "vendor") for a Texas-based ad valorem Tax Collection System that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable laws, especially those requirements set forth in the Texas Property Tax Code, to be used in the tax assessing, collecting, and reporting applications. The existing Tax Collection System is currently meeting all requirements of the Hidalgo County Tax Office. County is nearing the end of the contract for that system and desires to insure that the best system available is procured to the benefit of the Tax Office.

The scope of this Request for Proposal (RFP) includes the acquisition, delivery, installation, conversion, training, maintenance and support of the new system and services.

- 1.2 The procured system and services must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and service.
- 1.3 The objective of this RFP is to obtain proposals that will provide County with application software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.
- 1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.
- 1.5 **Vendors must arrange to visit the job site prior to submitting the RFP (Refer to Legal Notice, Page 3 -#5). For arrangements please contact [Yolanda Velasquez](mailto:Yolanda.Velasquez@co.hidalgotx.us) . @ 9956) 318-2626 ext. 4881 or via email: yolanda.velasquez@co.hidalgotx.us . Information pertaining to visit date, time and location will be given at the time appointment.**
- 1.6 A Pre-Bid Conference will be held on **Thursday, April 09, 2015@ 2:30 p.m.** at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg., Edinburg, Texas 78539.

2.0 PERIOD OF CONTRACT AND LIQUIDATED DAMAGES CLAUSE

- 2.1 The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2015. This contract shall be for the period of five (5) years. Payment for system shall be billed in 5 equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty day (120) "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

Proposer and County agree that any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract is terminated without cause by County with the thirty (30) days written notice to the proposer.

- 2.2 **LIQUIDATED DAMAGES.** Should the Services fail to be Operational and Fully Balanced by July 1, 2015, the County will be forced to continue to operate the current system at an approximate cost of One Thousand Three Hundred Dollars (\$1,300.00) per calendar day. Should Company fail to complete the project within the stated time, the Proposer agrees to pay the County, as liquidated damages, the sum of One Thousand Three Hundred Dollars (\$1,300.00) per calendar day of delay until the project is Operational and Fully Balanced.

3.0 GOVERNING LAW

- 3.1 Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements.

- 3.2 This request for proposal is limited to an “Automated Tax Collection System” only. Any offer or proposal purporting to offer anything other than “Automated Tax Collection System” will not be considered and may, in fact, be grounds for disqualification from consideration or down grading of a proposal.

This request for proposal process is intended to comply with all applicable statutes, attorneys' general opinions and professional ethical considerations.

4.0 SCOPE OF WORK

TAX OFFICE ENVIRONMENT: The County collects for forty-six (46) tax jurisdictions for billing, collecting, and distribution of their respective tax revenues. The tax system maintains approximately 365,000 accounts with a twenty (20) year history containing approximately twelve (12) million tax unit records. The current tax system has approximately ninety (90) local in-house users including users at 5 remote substations. Our current system allows remote logins for one bank, eight title companies, and three law firms. An interactive web site is also maintained.

- 4.1 **TECHNICAL REQUIREMENTS:** The system must be based on current standard technology and the proposed solution must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. The vendor will provide and implement all future upgrades available to any of the vendor’s other tax collection clients, that are in Texas, as part of the original purchase. All modifications, additions, or upgrades of the system will require the vendor to transfer all past and current data into the new system without additional cost to County. To this end, the following metrics must be met:

- A detailed and itemized list of all hardware and software being proposed.
- Must be compatible with current PCs, printers, and existing network setup. If not compatible vendor must submit a list of needed hardware and software, including price, of what will be needed to make the proposed solution a turnkey setup.
- Vendor must list all environmental requirements needed to house proposed solution's hardware, i.e. power requirements, humidity control, temperature tolerance, battery backup time and power levels, etc.
- Vendor must provide new computer hardware for ninety (90) workstations including PC's, printers, UPSs, cables, card readers, stands and bar code readers. County will require for vendor to provide three types of systems: Workstations, Power Users, and Administrative Users. Each type of system requirements will be attached to this RFP as Exhibits A-1, A-2 & A-3. County will need fifteen (15) Administrative systems, twenty-five (25) power user systems, and fifty (50) workstation systems. Vendor has ninety (90) days from the day the contract is awarded to deliver the new computer hardware.
- If vendor extends contract past the initial five (5) years, vendor will provide new workstations in accordance with how many years the contract is renewed. Example, if contract is extended for two (2) years County will receive thirty-six (36) new workstations.

4.1.1 Performance:

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

- Load of new year tax data from appraisal district (2 days)
- Load monthly supplements and name change files from appraisal district (2 days)
- Generation of new year certified tax statements (12 hours)
- Generate end-of-day reporting (1 hour)

- Generate end-of-month reporting (3 hours)
- Fiscal period accounting roll-over (12 hours)
- Take a simple single account payment and print a receipt (8 seconds)
- Post lockbox type flat files (1hour)
- Import payment files that are in ms excel format

4.1.2 System Security:

The vendor is required to provide both a primary and backup server(redundant system). Servers should work in a manner that if the primary server goes down, the backup server continues to operate the system without interruption of service.

Both primary and backup servers shall be housed and maintained entirely by the vendor. Both servers should be housed in a secure facility that provides for uninterruptible power and equipped with electronic and physical security. Primary server and backup servers shall be housed in a geographic location that is not prone to natural disasters i.e., hurricanes, tidal floods, etc. Backup server shall be located at least 50 miles away from primary server to avoid being affected by local power outages, storms, etc., at the same time. Copies of audits, inspections, and/or certifications for the facilities shall be enclosed in the proposal. An onsite inspection of the facility will be made by the tax office staff prior to acceptance of the proposal.

- Vendor must provide written plan on how it intends to recover County operations within eight (8) hours from a complete system failure.
- As part of the contingency plan, vendor should have an offline remittance system that can continue taking collection payments and provide temporary receipts to customers.
 - This offline system must be net-workable where County system administrator can push updates and security login credentials to all needed workstations instantly.
 - The offline system should be able to update payment history with Tax collection System once it has been reestablished.

4.1.3 User Security:

- Security must be role based and managed by a tax office authorized employee via a standard user interface
- User IDs will inherit authorizations based on their role (or group). Changing authorizations due to change in duties should be a simple matter of reassigning the user id to the new role (or group)
- Password management should follow strict guidelines
- A combination of application and database security may be required to ensure data security
- The proposed system must provide for logging and viewing all data changes within the system
- Must be able to view system and user logs to see the user's history or activities.
- Must be able to customize rolls for each of our user groups.

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

- We have a windows based network with active directory and with established trusts with other county departments' active directories within our network, how would you prevent anyone from within the network that is not authorized to do so from gaining access to the data tables?

- How would you prevent anyone from the outside from compromising the data tables? In this scenario, we have given a title company a vpn portal to log into the system for inquiry purposes. If that login and password gets compromised, how secure is your system to prevent anyone with inquiry only access from making changes to the tables?
- Does your system have an administrative console where we can see all users logged into the system? Does it track login attempts and lock them out after three unsuccessful tries?

4.1.4 Database:

- Hidalgo County currently operates Oracle and SQL SERVER Database Management System.
- The proposed system must provide for monitoring of database performance
- Public information requests should be handled by providing informative data to the end user that requires minimum operator intervention and that follows safe guidelines when dealing with confidential information.
- The system must handle confidential data with the highest sensitivity when dealing with public access, reports, and listings.
- You must maintain a website for the Hidalgo County Tax Information.
- The information you provide on your website must comply with what we currently provide our tax payers at this time. This includes providing paid history, Levy balances broken down by taxing unit. The ability to perform searches by name, address, account number, or appraisal district number. Tax payers should have the ability to pay their taxes online.

The System must provide a robust ad hoc reporting capability so that the Tax Office can create reports from any data in the system without the assistance, or intervention of the Vendor or Information Systems staff.

4.2 Additional system modules and integrations: County Tax requires that additional modules be included with proposal that are needed to maintain current office requirements.

4.2.1 Beer and Wine:

- County needs a module that meets all State requirements for the collection of Beer and Wine Tax.

4.2.2 Opex/rtlawrence compatible:

- County currently has the rtlawrence mass payment system for mail payments. Vendor must be able to accept payments file requirements from this system.

4.2.3 E-Checks:

- County currently has the ability to accept E-Checks through the County website using NACHA file format. Module should generate NACHA file and payment file. Website must be able to set-up multiple payments using scheduled payment option.

4.2.4 Credit Card Payments:

- System must be able to be compatible with County credit card vendor when accepting credit card payments in person or through the County Tax Office website.

4.2.5 Quick Books Enterprise:

- System must be able to import and export files with Quick Books Enterprise.

4.3 STATEMENT PRINTING: Each year approximately 365,000 statements and related mailings are produced. Printing is accomplished by generating a print tape and delivery to the current County printing vendor.

4.4 APPLICATION SOFTWARE: The County requires a high performance property tax system. The System

must support role-based security. The System must be designed so that the end user does not have direct access to the database tables. The System must maintain all proper accounting controls, audit trails, and transaction logs.

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

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

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

The System must comply with the Texas State Property Tax Code and all other laws pertaining to property taxation in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for tax assessments, collections, accounting, auditing and disbursement.

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

Support consolidated assessment and collection functions for forty-six (46) taxing entities on approximately 365,000 current year accounts and total administrative, receivable, and transaction file containing approximately twelve (12) million records. Each tax account may contain multiple records for as many as the maximum number of units.

Provide real time update and tax collections for credit cards, e-check, and barcode readers. Support a minimum of ninety (90) workstations running Windows XP/Windows 7 and a minimum of ninety (90) printers simultaneously on-line.

4.6 **PRIMARY FUNCTIONS:** The contracted vendor must supply a vendor-hosted tax system that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable state laws, especially those requirements set forth in the Texas Property Tax Code. All processes and forms produced must also meet the standards established by the state Comptroller's office. Reports must provide sufficient audit controls for all processes and conform to standards established by the Tax Assessor Collector. Rounding in the system must be consistent, limited in scope, and conform to levels established by Hidalgo County Tax Office rules.

There must be sufficient system security to identify the operator and date of every change of any type entered into the system. Every programming or data change entered by vendor's staff must have prior authorization by the Hidalgo County Tax Office management before entry into the production database. There must be an easily accessible log of all changes showing the data before and after the entry. This record must be system generated and unaltered by staff.

There must be controls that restrict operator's updating and cashiering capabilities according to County Tax Office rules.

System must have an area to enter notes or comments at the account level and capability to restrict access to this field. Key processing steps must produce system-generated notes.

There must be search capabilities to locate and retrieve account information by entering known data such as owner, situs location, DBA, tax suit number, partial account number or appraisal district number. Must

be able to search payments by date and amount and identify fiduciary information from codes.

User must be able to retrieve data from the system for simple reports on demand.

System must include inquiry access to accounts via the Internet, with the ability to make electronic payment via the Internet with real-time updates of payments.

4.7 FINANCIAL REPORTING: The new tax system must provide an accounting package that will allow for modifications for future financial requirements. The accounting system must allow us to download daily tax collections, attorney fees, and miscellaneous fees. It must be able to reconcile payment transactions made by cashiers and tie them to the daily deposit. It must allow for the disbursement of funds daily, weekly, or monthly via wire transfer, check, or ACH to the taxing jurisdictions. It must be able to calculate and withhold the cost per account amount for each jurisdiction twice a year through remittances and also tie the figures into the monthly tax report.

The system must conduct the following:

- Must be able to upload and download files to Intuit QuickBooks Enterprise.
- Automatically load tax adjustment refunds and overpayment refunds.
- Provide the capability to manually enter tax refunds, special inventory refunds and escrow refunds.
- Be able to automatically print checks from all bank accounts.
- Be able to print a refund register (the picture before the checks are actually printed).
- Print a bank register which includes the check number, payee, payee address, check date, check amount, and type of refund.
- Be able to convert the bank register into an Excel spreadsheet and allow for an export file to be created to be forwarded to the bank for Positive Pay (provide the bank with a file containing the check number, check date, and amount for each of our bank accounts to clear checks as they are cashed).
- Be able to hold, delete, or process check requests (ad valorem, refund, special inventory, and escrow) once the file is loaded into the system for supervisor approval.
- Be able to void/cancel or reprint checks or to reuse check numbers (ad valorem, refund, special inventory, and escrow) once they are printed with supervisor approval.

The system must also produce:

- Detailed daily, weekly, monthly, and yearly reports for tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions.
- Summary reports for daily, weekly, monthly, and yearly tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions. All reports must have adequate cross checks to allow for reconciliation.

4.8 ASSESSING REQUIREMENTS: All appraisal district updates must be processed electronically for the current year and five (5) preceding years. Updates will affect various types of taxing units, which will have differing value and exemption data. These updates must adjust the tax receivables appropriately for all taxing units, postpone delinquency dates, and produce tax statement files and/or refund files, without intervention by tax office staff.

System must be able to automatically create, calculate, and print statements for agriculture rollback taxes as per Texas Property Tax Code section 23.55.

Summary reports after each update must show the adjusted year to date totals by taxing unit values, exemptions, and levy. The figures must be balanced to figures provided by each appraisal district to verify

successful loading of data. Owner, location, and other administrative data must match the most recent information provided by the appraisal districts. System must allow manual overrides to correct receivables.

Users must be able to do "what if" scenarios, i.e. change value and exemption information in the system to determine the impact of such a change and provide estimated levy differences without actually changing the system amounts.

Every tax account must identify all taxing units levying a tax, the appraised and taxable value of the property within that unit, its exemption reductions, any special valuations, and its current calculated levy amount and beginning levy at the start of the fiscal year. There must also be a display at the account level summarizing data for all units combined.

- System must store previous account number information for research when dealing with account splits, account mergers, ag rollbacks and deleted accounts.
- System must have the capability to produce a tax certificate.
- System must produce an assessing Audit report that can be specific to an operator and date range. (modified receivable report sorted by operator)
- Online system must maintain multiple freeze records starting in various years for different units.
- System must automatically adjust receivables for penalties added per Texas Property Tax Code sections 25.25 and 23.431 and add interest on omitted property per section 26.09.
- The system must track when notices required by section 33.08 of the Texas property Tax Code are produced and adjust attorney collection penalties accordingly.
- System must produce tax statements in the same format for individual accounts upon demand, and files of large batches for mass mailings. The form, which includes graphics and special fonts, will be provided by the tax office. Multiple statements for the same taxpayer should be grouped. Statements mailed to fiduciaries should also be grouped. A record of statements generated should be maintained on each account. Vendor should be prepared to interface with the county's third-party vendor for mass mailings.
- Users must be able to produce single statements as of a prior month or later month on unpaid accounts.
- System must have adequate information to be able to prepare in a timely manner all forms required by contract or state law, such as mobile home tax reports for moving and tax sale bidders statements.
- How long will it take to load the certified data from 37 tax units and balance back to appraisal district?
- How long will it take to generate statements for customers, agents, and mortgage companies for 365,00 parcels?
- Must be able to track assessing modifications by operator.
- Must be able to track assessing modifications by batch.
- Need History and original receipts archived prior to any value changes.
- Must be able to track tax deferral start and end dates.
- Must be able to create a Statement of Location certificate and Tax Sales Certificate.

4.9 **TAX COLLECTION REQUIREMENTS:** All unpaid receivables must be tracked for every taxing unit for an unlimited period of time if under lawsuit, and up to twenty (20) years if not under suit. Paid in full accounts must be maintained on the system for a minimum of six (6) years. Each payment must be tracked with the actual date of posting of funds, effective date, and payer (including address) information. Users must be able to track the allocation of each payment to individual taxing units and to levy, penalty, interest, and collection fees. Delinquent taxes must automatically purge according to section 33.05 of the Texas Property Tax Code at 10/20 years. Purge reports must account for before and after figures by taxing unit to track removal of receivables.

Operators and batch jobs must be able to cashier all types of transactions for all years on the system. These include, but are not limited to, partial payments, escrow, overpayments, adjustments that remove all or a portion of the receivable to uncollectable status, and litigation and bankruptcy payments that may include special interest provisions.

Payments may be a mixture of cash, credit cards, checks, money orders and online credit card payments. Each payment type must be tracked. End of day totals for cashiers should show cumulative totals for each payment type. Reports should be separated by cashier and location.

Individual payments may be made by cash, check, credit card, electronic check, and wire transfer. Payments and levy corrections must be automatically adjusted to tolerance levels set by the Hidalgo County Tax Office, with a sufficient audit trails for all transactions.

Cashiers must be able to process multiple accounts with one check or with multiple checks for one account.

System must permit real-time corrections of cashiering errors by a supervisor, but not allow cashiers to adjust transactions in their deposits or to work in another cashier's deposit.

System must have the ability to quickly transfer funds from one account to another, or from one year or one unit to another on the same account.

Effective dates of payment may be different than the actual date of cashiering. Both dates are to be tracked online and in reports.

Electronic check payments, credit card payments made via the telephone or Internet, lockbox payments, and mortgage company payments must be posted without intervention by tax office staff on the same day the file is received or as directed by the tax office. Mortgage company payments are made through an FTP file accompanied by paper check, or wire transfer of funds.

The lockbox processing solution must integrate check and coupon images directly into the system, which greatly facilitates research of payments for refunds. The lockbox process must support the non-remittance advice component, which allows the bank to deposit funds received without a coupon and forward this to the tax office electronically for processing.

System should support manual coding of quarter payment accounts and disaster accounts. For these accounts, it should extend the delinquency date according to the Texas Property Tax Code.

Penalty and interest should be automatically adjusted when a tax deferral is entered on the account.

Statutory collection fees must be automatically added to receivables at the appropriate time.

Delinquent installment payment agreements should be prepared through the system with a combination of manual data entry and system retrieval of account data.

The system should produce aging and default reports on these agreements and be able to transmit this report information electronically to the delinquent tax attorneys.

Collection of all fees should be tracked in the system.

Users must be able to generate a receipt and a duplicate receipt for every payment, showing the correct payer.

Must be able to process uncollectable accounts due to sheriff's sales or Bankruptcies.

System must be able to automatically generate an overpayment refund application.

Must be able to void one transaction on a multi payment and not void all payments.

System must be able to track and generate reports that can account for wrap up periods when a taxing unit changes delinquent attorneys. Reports must account for attorney fees for each of the law firms doing the wrap up.

System must generate Homestead Contract Agreements that meet state requirements.

System must keep image copies of all Certified Statements, Correction Statements and Supplement Statements for each account. These statements must be accessible from the general information screen of each account.

System must import attorney offline coding files. Each law firm is responsible for coding and uncoding their own litigation information to our accounts. This information is provided to tax office as a flat file that is uploaded and updates the County Database.

4.9.1 **VEHICLE INVENTORY TAX:** System must have a fully operational special inventory tax module that is part of the Tax Collection System and not its own independent database to simplify account research and updating. Funds collected in this module are held in escrow during the current tax year and disbursed at the end of each year. System must automatically calculate all penalties and overages and distribute these correctly according to Texas State Property Tax Code. This distribution must include entities for which the county does not normally collect. Various reports and letters are available.

4.10 **REFUNDS:** Both adjustment and overpayment refunds must be generated automatically by cashiering and update processes and process electronically through ledgers, check writing, and reporting.

The system must maintain a record of all payers tied to payments and tie refunds to payer. Refund request letters should be prepared through batch jobs submitted by type and date range.

5.0 **TRAINING:** During the conversion and testing phase, the vendor is to provide training of all users of the system at the Hidalgo County Tax Office location. The training should be conducted in modules specific to job functions and permission levels, so that an overview may be provided to basic users and more extensive information provided for advanced users. Users should be trained with a combination of written materials, demonstrations, and hands-on use of the system in a test environment. Parallel testing of specific functions will not begin until training in the function has been completed.

6.0 **REPORTS:** Vendor must be able to produce the following reports, or equivalent as a minimal standard:

A Late Rendition report that is prorated by entities and shows the split fee that is to be disbursed to the Appraisal District.

A balance reconciliation report for all rollbacks and reversals.

A report that shows, at the account level, the before and after image after updates.
The data items reported are taxing units, values, exemptions, and levy.

A report that shows the differences between our records and the appraisal district's records when an update is processed.

A monthly summary report of supplements and cancellations by roll year and amount.

A monthly report that shows the summary of collections by roll year. It breaks out the amount of taxes due

starting October 1 of each roll year, monthly adjustments, adjustments year to date, monthly levy paid, levy paid year to date, levy balance and percentage of collections. This report also has a separate line for the current roll year adjustments, value and levy including the tax rate.

Beginning Tax Roll – This report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report can be produced in both alpha and numeric format. The report provides the total number of accounts, land value, improvement value, total real property, total personal property, total appraised value, less agricultural exclusion, homestead exemption, over 65, cap, disabled, historic, disabled vet, survivor spouse, abatement, prorated, freeport, leased vehicle, total exemption amount, taxable value and actual levy.

The detailed report provides the account number, taxing unit/units, owner name, address, number of acres, type/amount of exemptions, appraised value, legal description, tax levy and roll year.

A report that lists the over 65 freeze and value information needed for the school district's annual reports to the Texas Comptroller's Office.

10/20 Tax Purge – This report lists the taxing unit number, roll year, account number, owner name, levy and amount due. This report generates a summary for each taxing unit in account number sequence how much was purged both real and personal. It also provides the number of accounts being purged.

A daily report that lists the status of all deposits opened for the day, by deposit number, deposit date, receipt date, status of deposit (open or closed), type of deposit, operator name, number of transactions processed, payment type (cash, check, or credit card) and the system date.

A daily report that lists the cashier checkout total summary. This report categorizes each clerk by deposit and location. It lists the operator id code, deposit number and a summary of collections by payment and type (cash, check, or credit card).

A Report that shows the loss to tax deferrals for the school district's annual reports to the Texas Comptroller's Office.

Deposit Detail Report - lists all transactions within a deposit showing amount, payment type and account to which transaction was posted and taxing units.

Reports that list the deposit distribution (collections, refunds, other fees, transfers and reversals) at the taxing unit level. The user can specify date ranges (daily, monthly, and yearly).

A report that shows a summary of what was processed by deposit number.

A report sorted by taxing unit showing a number of deposits processed.

A summary report that shows by taxing unit how much was collected in real and personal taxes.

A report by taxing unit that breaks-out the collections by roll year and the M&O and I&S rates.

A summary report by taxing unit that shows what monies were collected broken down by M&O and I&S rates.

A report by taxing unit that shows penalty and interest collected by roll year.

A report by taxing unit showing miscellaneous fees collected.

A report showing refunds generated.

A report showing County Education District collections.

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows all negative transactions, including reversals and transfers. Grand Totals should be provided.

A report that shows the distribution of maintenance and operations (M&O) funds by their various tax rates.

A report that shows an accumulative total of the two previous reports with grand totals on the last page.

A report that shows the penalty and interest collected for the specified date range.

A report that shows refund pending amounts taken from individual units for the specified date range.

A report that shows attorney fees collected for the specified date range.

A report that lists by tax unit, then by deposit and account number, the rendition penalty details for each account

Daily deposit detail report that lists all transactions by receipt date, or deposit date, and recaps distribution to taxing units.

A Fiduciary listings report that lists fiduciary contact information alphabetically, or in order by code number.

Top 50 Taxpayers Report. This report by jurisdiction lists the top 50 real and personal taxpayer's accounts and their accumulated levy.

Quarter payment coding report shows accounts under the quarter payment plan that are qualifying or not qualifying as of each payment due date.

Summary reports that show, by taxing unit, the year to date totals of values, exemptions, special valuations and levy, and tax rate and exemption amounts for the unit for the year.

Request of a report that can be used to process refunds. It can be run for various types of refunds, such as litigation, adjustment and overpayment. User can specify threshold amounts and date ranges. It shows the amount of refund by taxing unit, the total amount for the account, to whom the refund will be paid, where the funds were originally paid and if there are taxes due that should be collected before the refund is issued.

A daily report at the clerks level that shows refunds less than \$5.00 (TOP). It lists the account number, taxing unit number, roll year, receipt number, deposit number, amount of refund, cashier, type and deposit date. This report can be printed using date ranges.

Lockbox reconciliation reports that show all payments posted. Errors and exceptions such as tolerance or overpayments are shown in detail. Totals are given for each category of transaction.

A monthly report by taxing unit that shows taxes available for collections at base, at base plus P&I, and

attorney fees at a given point in time.

Delinquent Tax Roll – The detailed report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report provides a list of the account numbers, owner name, address, and number of acres, type/amount of exemption, appraised value, legal description, tax levy and balance by roll year. The report provides a summary page by taxing unit showing the levy amount, levy paid, and levy balance.

A report that tracks tax lawsuit and bankruptcy information added or removed from the system by law firm updates.

Tax Rate Chart must be prepared from data entered from ordinances, or orders submitted by the taxing units each year. It shows the taxing jurisdiction name and code, the total tax rate, all the exemptions allowed by the unit – whether local option or state mandated, and the dollar amount of levy reduction for the maximum exemption. This is verified each year before levy calculations. It must be approved and signed by the Tax Assessor Collector and is distributed to the public.

Tax Roll Statement – The statement lists the current roll year, number of accounts per category, market value per category, taxable value per category, freeze loss, total levy per category, tax rate, assessment ratio and the total tax rate. The statement summarizes the information by type (real, personal, mobile homes, minerals, intangibles, and vehicle inventory tax). This report is signed by the Tax Assessor-Collector and sent to the taxing units.

Miscellaneous financial accounting reports

A recap report to generate for a given month should take less than one (1) hour to generate.

A full DTR should take less than two (2) hours to generate.

A custom report from scratch should take less than two (2) weeks to generate.

System must allow DTR's and Recaps to be run from a trigger list.

System must allow statements to be generated from a trigger list.

System must generate complete bill listings.

System must allow us to input our own headers and notes to generated statements.

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

Structured tests will be conducted following functional scripts to verify that all required functionality is present and working correctly in the solution and that the data conversion has occurred successfully.

Parallel testing will be conducted using the solution to conduct everyday business in parallel with the current system to verify that the solution functions properly in the Hidalgo County environment at the required capacity.

Acceptance testing will be formally finalized with a successful execution of the structured test scripts on June 18, 2015. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance test.

8.0 PROPRIETARY SOFTWARE: All proprietary software and documentation shall be placed in escrow located in Hidalgo County, Texas, with specific location approved by County, for future use by the Hidalgo County Tax Office for maintenance and support of the Tax System in the event of a vendor default.

The vendor shall maintain software in the escrow to match the vendor's most current version of the software in use by Hidalgo County Tax Office.

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

On site training, maintenance, and support is required during the warranty period. For years two (2) three (3), four (4), and five (5) training, maintenance, and support shall be incorporated into the contract through a maintenance agreement, if County so chooses, with options for five (5) or more additional years.

Maintenance of the System must include:

- Legislative changes
- Software "bug" fixes
- Latest software versions

Software Service of the System will include:

- Hosting of the tax office system at the vendor data center
- Special program enhancements defined by the tax office
- Appraisal file processing from multiple appraisal districts
- Interface with BANK lockbox system
- Interface with mortgage escrow servicing companies

The system must guarantee 99% availability with a four (4) hour maintenance response time.

Vendor will provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for five (5) years.

SECTION III: SELECTION AND SCHEDULES

A. SELECTION, EVALUATION AND RANKING

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 granted on a 100-point system with emphasis on ability to service Hidalgo County including, but not limited to, the items listed below:**

- 10.1 County shall review all eligible proposals and, based upon this review, may schedule interviews and/or negotiation meetings. Proposals shall be evaluated on the following criteria:
- 10.1.1 **COST** 20 points
Payment for system shall be billed in 5 equal annual payments.
 - 10.1.2 **TECHNICAL REQUIREMENTS:** 20 points
Performance
System Security
User Security
Database
 - 10.1.3 **TAX COLLECTION REQUIREMENTS:** 20 points
Does proposal meet or exceed current system in place
Compatibility with requirements by taxing units and banking procedures
Reports
 - 10.1.4 **ASSESSING REQUIREMENTS:** 10 points
Does proposal meet or exceed current system in place
Compatibility with appraisal district data uploads
Reports
User audits and controls
 - 10.1.5 **FINANCIAL REPORTING/VEHICLE INVENTORY TAX:** 10 points
Does proposal meet or exceed current system in place
Is system compatible with QuickBooks Enterprise?
 - 10.1.6 **Maintenance, Training, Support and Service:** 20 points
Location of maintenance, training and support centers(s)
 - within CITY metropolitan area
 - outside CITY metropolitan areaMethod of maintenance, training and service
 - on site very strongly preferred
 - by local phone, within CITY area codes(s)
 - by 800 or toll-free phone service
 - long distanceHours of availability
 - emergency/hot line: 24 hours – 7 days a week
 - operational hours 8:00AM – 5:00PM CST
 - guaranteed response time
 - past performance response time – to include site visit

Exhibit “A-1”

WORKSTATIONS COMPUTER REQUIREMENTS

HIDALGO COUNTY TAX OFFICE

“AUTOMATED TAX COLLECTION SYSTEM”

WORKSTATIONS COMPUTER REQUIREMENTS

Dell OptiPlex 9030 AIO:

OptiPlex 9030 AIO BTX 9030BX

Processor:

Intel® Core i5-4590s Processor (Quad Core, 6 MB, 3.00 GHz w/HD4600 Graphics)

Operating System(s)

Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)

Application Software:

Microsoft® Office Home and Business 2013, English, French and Spanish

Adobe® Acrobat® XI Standard, Digital Delivery

Memory:

8GB (2x4GB) 1600MHz DDR3L Memory 8G2D3

Hard Drive:

500GB 5400 rpm SATA Hard Drive 500G54

Video Card:

Intel® Integrated Graphics INT

CD ROM/DVD ROM:

8x Slimline DVD+/DR Drive 8DVDRW

Keyboard/Mouse:

English Wireless Keyboard and Mouse KBMSW8

Stands:

Integrated Basic Stand BSTND

LCD:

23 IN WLED Full-HD AIO Non-Touch Display NONTCH

Hardware Support Services:

5 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis NBD5

Business Essentials:

American Power Conversion BE750G Back UPS- 450 Watt A7000302

Exhibit “A-2”

POWER USERS COMPUTER REQUIREMENTS

HIDALGO COUNTY TAX OFFICE

“AUTOMATED TAX COLLECTION SYSTEM”

POWER USERS COMPUTER REQUIREMENTS

Dell OptiPlex 9020 Small Form Factor:

OptiPlex 9020 Small Form Factro 9SFFX

Processor:

Intel® Core i5-4590s Processor (Quad Core, 6 MB, 3.30 GHz w/HD4600 Graphics)

Operating System(s)

Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)

Application Software:

Microsoft® Office Home and Business 2013, English, French and Spanish

Adobe® Acrobat® XI Standard, Digital Delivery

Memory:

8GB (2x4GB) 1600MHz DDR3 Memory 8G2D

Hard Drive:

500GB 3.5 inch SATA (7.200 RPM) Hard Drive

Video Card:

Intel® Integrated Graphics

CD ROM/DVD ROM:

8x Slimline DVD+/DR Drive 8DVDRW

Keyboard/Mouse:

English Wireless Keyboard and Mouse KBMSW8

Dell Monitors:

Dell UltraSharp 24 Monitor – U2412M

Hardware Support Services:

5 Years Pro Support with next Business Day Onsite Service

Business Essentials:

American Power Conversion BE750G Back UPS- 450 Watt A7000302

Exhibit “A-3”

ADMINISTRATIVE COMPUTER
REQUIREMENTS

HIDALGO COUNTY TAX OFFICE

“AUTOMATED TAX COLLECTION SYSTEM”

ADMINISTRATIVE COMPUTER REQUIREMENTS

Dell OptiPlex 9020 Small Form Factor::

OptiPlex 9020 Small Form Factor 9SFFX

Processor:

Intel® Core i7-4790s Processor (Quad Core, 8 MB, 3.60 GHz w/HD4600 Graphics)

Operating System(s)

Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)

Application Software:

Microsoft® Office Home and Business 2013, English, French and Spanish

Adobe® Acrobat® XI Standard, Digital Delivery

Memory:

16GB (4x4GB) 1600MHz DDR3 Memory

Hard Drive:

500GB 3.5 inch SATA (7.200RPM) Hard Drive

Video Card:

AMD Radeon™ R7 250, 2 GB, Half Height, (DP and DVI-I)

CD ROM/DVD ROM:

8x Slimline DVD+/DR Drive 8DVDRW

Keyboard/Mouse:

English Wireless Keyboard and Mouse KBMSW8

Dell Monitors:

Dell UltraSharp 24 Monitor – U2412M

Hardware Support Services:

5 Year ProSupport with Next Business Day Onsite Service

Business Essentials:

American Power Conversion BE750G Back UPS- 450 Watt A7000302

Dell Portable Backup Hard Drive-1 TB

Department Head or his designated agent.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2015** and ending on _____, **2020** and unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. **Hidalgo County has the option to extend contract for two (2) additional years.** Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty days (120) day grace period at the end of the Contract term for unforeseen delay in award of new proposal for next contract term, under the same rates, terms and conditions.

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

5. **Liquidated Damages:** Should the Services fail to be Operational and Fully Balanced by July 1, 2015, the County will be forced to continue to operate the current system as defined below at an approximate cost of One Thousand Three Hundred Dollars (\$1,300.00) per calendar day. Should Company fail to complete the project within the stated time, Company agrees to pay to County, as liquidated damages, the sum of One Thousand Three Hundred Dollars (\$1,300.00) per day for each calendar day of delay until the project is completed and Operational and Fully Balanced.

6. **Definitions:** For purposes of this Contract, the following terms shall mean:

(a) "Operational" is defined as ready to be used and/or system implemented.

(b) "Fully Balanced" is defined to mean all reports, including payment history and unpaid balances for the last twenty (20) years on the new system when loaded, must match

exactly to the numbers on the old system as of the day of conversion for all jurisdictions.

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

8. 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.

9. 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.

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

11. 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.

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

13. 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.

14. 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
302 West University Drive
Edinburg, Texas 78539**

If to Company:

15. 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.

16. The contract may be terminated without cause upon thirty (30) days written notice by County.

17. This Contract 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.

18. 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.

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

20. Indemnification: 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.

21. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

22. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2015.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved on Commissioners Court: _____

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Date: _____

EXHIBIT “A”

RFP PACKET



**EXHIBIT “B”
PAYMENT SCHEDULE**



**EXHIBIT “C”
INSURANCE REQUIREMENTS**

DRAFT