



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER: 1455 CC**

**RFP TITLE: RECORDS MANAGEMENT & IMAGING SYSTEM (COUNTY CLERK’S DEPT.)**

**DATE DUE: DECEMBER 4, 2018 DUE NO LATER THAN 11:00 A.M.**

RFP’s will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL AND EIGHT (8) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked “SEALED RFP”.

RETURN RFP TO:  
by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**  
**1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520.**

**MANDATORY Pre Proposal - Meeting Scheduled** at County Admin Bldg., 2nd Floor, County Clerks Dept., 835 East Levee St., Brownsville, Texas 78520 **on Friday, November 09, 2018 at 10: 30 a.m.**  
**Questions submittal deadline Friday, November 2, 2018 answers to be posted by Friday, November 09, 2018**  
**Follow up questions deadline Wednesday, November 14, 2018 answers to be posted by Tuesday, November 20, 2018**

For additional information, specific questions on project requirements, or to request addendums contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us) .

**You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

How did you find out about this RFP? \_\_\_\_\_ (ex: Newspaper, Web, Mail)

**Is Proposer’s principal place of Business within Cameron County? Yes - No**

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

# CHECK LIST

Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**  
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**  
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**  
This section contains the detailed description of the product/service sought by the County.

## **Attachments**

- Attachments A, B, C, D, E, F, G, H, I**  
Be sure to complete these forms and return with packet.
- Attachments 1 thru 10**  
Be sure to complete these forms and return with packet.

## **Other - Final Reminders To double check before submitting RFP**

- Is your RFP sealed with RFP #, title, Proposer Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website [www.co.cameron.tx.us/purchasing/specs\\_notices.htm](http://www.co.cameron.tx.us/purchasing/specs_notices.htm) for any addendums?

If not interested in Bidding please let us know why by feedback at: [www.co.cameron.tx.us/purchasing/feedback.htm](http://www.co.cameron.tx.us/purchasing/feedback.htm)

## INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [http://www.co.cameron.tx.us/purchasing/specs\\_notices.htm](http://www.co.cameron.tx.us/purchasing/specs_notices.htm) Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B,C,D,E,F,G,H,I,J,K, AA, BB, CC, DD, EE, FF, GG, HH and return all with your RFP.

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

#### **For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.pdf>

### **DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a RFP deadline day, RFP's will be received unit 2:00 p.m. of the next business day, for opening at up coming Commissioner's Court meeting.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND EIGHT (8) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code  $\delta$ 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements / pricing.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.

12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the RFP or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

**PURCHASE ORDER AND DELIVERY:** The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. **Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications.**

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

**NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

**PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

**DELIVERY TERMS AND TRANSPORTATION CHARGES:** RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the RFP price. Final location will be supplied to the vendor on award of RFP, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different \_\_\_\_\_.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in RFP.

**VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

**TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

**TESTING:** Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection.

**SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Proposer shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 EAST MONROE STREET,  
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

**SCOPE OF WORK**

**PURPOSE**

Cameron County's intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified company with extensive experience in Government Records Management and Imaging Services.

Negotiations may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

**TERM**

The initial term of the contract shall be for **four (4) year period beginning June 2019 through June 2023.**

Prices shall remain firm during the initial term of the contract. Upon consideration of each renewal option, vendor shall be allowed to submit price increases based on the latest Consumer Price Index published 120 days before contract execution. Commissioners Court reserves the right to accept or reject requests for price increases.

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## Background

The County Clerk's Recording Department is responsible for recording and filing real property records, vital statistics records, assumed names records, and other miscellaneous records. As custodian of the records, the County Clerk is also responsible for issuing plain and certified copies. The office uses County staff to record and file all records, to issue plain and certified copies, and to produce the Real Property and Vital Statistics indexes. The County Clerk is interested in re-evaluating the Recording Department's operations.

The purpose of this RFP is to acquire the technology and services necessary to improve operating efficiencies and customer service. This request includes the following functions: recording/cashiering system with integrated scanning and indexing capabilities, hardware, implementation services, annual maintenance, and microfilm creation and storage. During the selection process of the RFP, the County will consider alternative operating models and approaches provided they meet all statutory requirements. The County Clerk is interested in acquiring the best solution based on the criteria and requirements defined in this document.

The County Clerk currently has installed a system provided by Conduent Government Records Services Inc. referred to as the 20/20 Perfect Vision system. It is mandatory that as a minimum any replacement system and services be capable of performing all functionality currently provided by Conduent Government Records Services Inc.

Major application components of this project include:

- Official Public Records
  - Cashiering and Recording
  - Scanning
  - Indexing
- Public Research
  - Official Public Records
  - Vital Statistics
- Vital Statistics Filing: Birth, Death, and Marriage
  - Cashiering and Recording
  - Scanning
  - Indexing
- Microfilm Production
- Web Services
- Commissioners Court

Other Components include:

- Hardware
- Implementation Services
- Support and Maintenance

## **Overview of Current Recording Department Functions**

The Recording Department consists of three primary departments: Real Property, Vital Statistics/Miscellaneous Records and Public Research. Overviews of each of these departments are presented below.

### **Real Property Department**

Cameron County requires a System that can process up to 500 real property document filings per day primarily at the main Courthouse. The department has processed the workloads without the addition of any permanent staff and would like to have a system that will allow us to process any increase without having to add staff.

Plans include recording done at various sites throughout the county, either at satellite offices or through the use of a mobile office.

Typically, the real property department receives double the amount of mail and express mail on Mondays. Foreclosure notices typically peak at the first of the month.

The high-level steps involved in recording real property documents are as follows:

- Cashier and Index – check for recording requirements, cashier funds in Conduent Government Records Services Inc. cashiering system, enter index information (1<sup>st</sup> Grantor and 1<sup>st</sup> Grantee) from original document and perform sight verification to check for errors, assign instrument number and stamp recording information on 1<sup>st</sup> and last page of instrument, then attach the coversheet, which provides receipting information and return address.
- Imaging – Check recording information and correct number of pages, smudge any raised seals, create image of documents using scanning station provided by Conduent Government Records Services Inc.
- Microfilming – Microfilm is created by Conduent Government Records Services Inc. from digital images sent to them. Film is labeled and stored at Conduent Government Records Services Inc. facility.
- Return documents – return original documents to customer via mail or returned immediately to walk-in customers.

### **Vital Records and Miscellaneous Records**

All Vital Records functions are performed at the main Courthouse. Vital Records and miscellaneous recording consists of:

- Issuance of Marriage Licenses and Declaration of Informal Marriage
- Recording of Birth Certificates and issuing certified copies
- Recording of Death Certificates and issuing certified copies
- Beer and Wine Licenses

Cattle Brands  
Notice of Trustee Sale  
Assumed Name Certificates and Withdrawals  
DD214's – Military Discharge

The cashiering process is done using the Conduent Government Records Services Inc. system, similar to the process used for Land Records. The end of day closeout and reporting is identical to land records.

### **Marriage License Application and Marriage License**

Marriage applications are issued, recorded, indexed and scanned at the main Courthouse. The office uses the Conduent Government Records Services Inc. Marriage Application License Processing system to produce the marriage application and original marriage license. Marriage applications and licenses are currently scanned and indexed. An Index book and book of the marriage license images are created once a year as a paper backup of these vital statistics.

### **Birth and Death Records**

Birth certificate filings are completed manually, if necessary, and are also pulled from the State's web-based electronic registration "Texas Electronic Recording" (TER) system. The office produces certified copies of birth certificates from the State's Bureau of Vital Statistics remote certification site and from the Conduent Government Records Services Inc. 20/20 Perfect Vision imaging system. Death certificates are also filed manually and retrieved from TER system. Certified copies of death certificates are produced after the initial filing and scanning of the death certificate. The high-level current process for filing birth and death certificates is as follows:

- Dropped to paper Death certificates are delivered to Cameron County Clerk from funeral homes. TER is checked twice a day for electronically submitted Death Certificates.
- Birth Certificates are received electronically on TER.
- Clerk reviews for filing requirements, applies statutory numbers and signature.
- Prints a copy of the certificate
- Manually records latest number and name in birth and death books.
- Indexes and scans certificate into imaging system
- Vendor microfilms records from data on imaging system
- Send original documents to State
- File copies of certificates in books

### **Assumed Names**

Assumed Name certificates and Withdrawals are filed in the Official Public Records. The process involves providing the applicant an Assumed Name form. The recording process follows the same as Land Recordings – information is verified, indexed, scanned and recorded. Processed forms are returned immediately or mailed back to applicant.

Vendors should include plans for possibly utilizing on-line application for beginning the process of registering a name.

### **Public Research Department**

Real Property documents filed with Cameron County are made available via digital images and microfilm. Title companies, research firms, and the general public wanting to research these records are required to come physically to the County Clerk's office to access the records on the public terminals or make other arrangements to obtain the records from the County. Some research firms and title companies have agreements with the County to occupy space in the courthouse for the purposes of performing indexing and research. Index and image information is available online (through the Internet), however not all images of records are currently available on-line. The entire office is responsible for producing copies and certified copies of documents filed with the Cameron County real property department, the public systems do not print directly to a printer.

### **Plat Processing**

Plat recording is labor intensive process. Each plat takes about 20 minutes to process. Plats are delivered to the office and then begin two separate processes, plat approval and plat recording.

### **Satellite or Mobile Office**

A satellite office or mobile office may issue marriage licenses and provide copies of birth and death certificates. This office may also process real property records or accept assumed name filings. Every day a courier would be used to pick up the work from the day before and takes the work to Cameron office for final processing.

Vendors should include a plan for adding satellite offices with their proposal. The plan should also include associated software costs, hardware required, and training and implementation plans.

## **Existing Technology**

The County Clerk's office currently uses the following applications to perform their recording functions:

- Conduent Government Records Services Inc. 20/20 Perfect Vision Cashiering System for Real Property and Vital Statistics - used to record funds received for real property and vital records transactions.
- Conduent Government Records Services Inc. 20/20 Perfect Vision – used to index and search for real property records and Vital Statistics
- Conduent Government Records Services Inc. Marriage Application License Processing – used to generate marriage applications and licenses
- Bureau of Vital Statistics – Remote certification website used for birth certificate copies
- Conduent Government Records Services Inc. Accounting system used to record daily deposits

The 20/20 Perfect Vision application was originally installed in the late 90's at Cameron County. The current vendor is responsible for maintenance of the application software. Conduent Government Records Services Inc. currently provides services to microfilm records including Real Property and Vital Statistics from scanned images.

### **Backup Procedures**

Cameron County Information Technology uses tapes to store data backed up by Conduent Government Records Services Inc. software. A full backup of the Conduent Government Records Services Inc. Server is performed every weekend and incremental backups are performed Monday through Thursday.

### **County Equipment Inventory**

The Recording Department utilizes leased equipment, owned by Conduent Government Records Services Inc., with a few miscellaneous pieces of equipment owned by the County. The County would like each vendor to propose web based software without the need of leasing any equipment, unless absolutely necessary. Any equipment necessary to operate the proposed system including cashiering/recording workstations, scanning stations, and public research terminals, etc., price should include cost of leasing and cost of purchasing.

## Overview of Desired Solution

The County Clerk is interested in receiving proposals from qualified firms for an integrated Cashiering and Recording system (System). The System should provide the following high-level functionality:

- Cashiering transactions (filing documents, copy requests, printing of cover sheet to be used as return mail address, and other miscellaneous transactions)
- Filing documents (assigning and tracking instrument numbers, bar codes, statutory stamps, number of pages, GF#, etc.)
- Indexing of Real Property, Vital Statistics and other miscellaneous records using Computer Aided Indexing (OCR).
- Public research of records on-line and at designated County locations
- Marriage application and license generation – in house and on-line / *e*-Marriage
- Interface with various scanning devices
- Financial and workflow reporting
- *E*-Commerce & Escrow account management
- *e*-Filing / *e*-Recording
- Redaction capabilities
- Internet Applications
- Vital Statistic Package
- Disaster Recovery and Archival Film
- Storage of microfilm

The following section provides proposed operating scenarios for vendors to consider. The County expects vendors to present their solutions with diagrams and flowcharts to visually represent how their solution works.

### [Operating Concept](#)

This section outlines the proposed operating concepts supporting each of the County Clerk Recording Department functions. The County Clerk is open to variations of these process flows and expects that vendors responding to this RFP will provide best practice alternatives. The County will consider alternative operating scenarios provided they meet all statutory requirements. The following operating models are presented in the sections below:

- Filing – filing all documents with the exception of birth and death records
- *e*-Recording – electronic filing of real property documents
- Birth and Death Filing – filing birth and death records
- Marriage License Application & Filing – processing marriage license applications, issuing and recording marriage licenses, to include on-line application capabilities integrated with the county system (*e*-Marriage).
- Birth and Death Certified Copy – producing certified copies of birth and death records (including keeping a count of birth certificates issued from county system).

- Index/Public Research – providing public access to open records and producing plain and certified copies of Marriage, Real Property records and Plats. Including retrieval from the Internet (e-Certification).
- Direct interface with Single Appraisal District and Public Works (maps, tax information, tied to OPR images, etc.) to create a unified county data retrieval system.
- Interface between TER system to vendors system in regards to capturing image and index information previously entered at the State level.

### **Cashiering/Recording Process**

The proposed cashiering model will provide the following benefits for all cashiering functions including Real Property, Miscellaneous Filings and Vital Statistics:

- Automate interfaces to other County applications
- Provide advanced security features
- Automate stamping functions and provide bar code technology to include stamping of vol/page, instrument number and barcode on 1<sup>st</sup> page and “Filed for record” on last page

Cashier stations will contain advanced security features and each cashier will be assigned to an individual cash drawer and held accountable for the funds. Cashiers will still be required to log into their stations but additional user-level security profiles will define the transactions that they are authorized to perform. Supervisory overrides will be required for certain transactions such as voided documents or documents recorded for no fee.

Each cashier station will validate the document with the statutory requirements and apply the filed and recorded stamp. Each cashier will also apply a barcode for scanning to the document. In addition, the document stamps will be produced by the cashiering/recording system.

### **Proposed Filing Concept**

#### **Cashiering**

Back office functions, such as cashiering mail and title company work, will be performed in back office areas out of the line of sight of customers. These cashiers will be stationed in quiet spaces where they can process large volumes of documents without interruption. Front line cashiers will be focused on processing transactions for walk-in customers.

Cashiers will continue to review documents for recording requirements. If document fails to meet recording requirements the system should provide the ability to create electronic Rejection Document Letters. Front line cashiers will enter the document type, number of pages, and if applicable, optional fees (e.g., additional names) and the system will calculate the amount due. These calculations will be based on a pre-defined fee schedule in the system.

The County would like the system to provide an optional field for the title company GF number (a unique identifier for the title company) into cashiering/recording system. Cashiers would enter the GF number in the system when processing a transaction. The system will generate an email confirmation to the title company listing the GF number, instrument number, date of filing and any other required information.

The cashier will process the payment in the system at which time the instrument numbers will be assigned sequentially to all documents on that receipt. During payment processing, cashiers will also have the option of selecting escrow or debit accounts as a payment type. A cover sheet will print at the completion of the transaction. The sheet will include receipt information, recording information / barcode and return address information. The sheet is not required to become part of the document.

The system will provide the option of up-front indexing of certain data by cashiers (e.g., first grantee and grantor). The system should provide the functionality for cashiers to perform this function. If possible allow for system to read image and dump indexing information automatically into fields.

If a customer overpays the fees for a transaction, the system will track the overage and will require cashier to enter information for a refund or allow for overage to be directed to escrow account. When the cashier enters the amount tendered, the system will provide options to issue change, process a refund, or maintain the overage as surplus based on County policy, which currently applies to overpayments of up to \$5.

The system will have the ability to suspend a transaction and help the next customer. The cashier can resume the transaction when the customer returns. Every time the cashier logs into the cashiering/recording system, the system will notify the cashier if he/she has any suspended transactions.

If a walk-in customer wants certified copies of their document, the cashier will perform all functions (cashier transaction, scan, print copy, and collect fees) and return the original document to the customer.

### **Document Preparation and Scanning**

Presently, throughout the day, cashiered documents are picked up from cashiers for document preparation. The documents remain grouped by cashier station until they are scanned. The document preparation staff smudges the seal, if necessary, remove staples, and prepare the documents for scanning. Documents do not have to be placed in sequential order because bar code technology will match the image with the document index and will produce exception reports for missing instrument numbers. After documents are prepared, they are scanned into the system by high-speed scanners. The scanner utilizes the bar code as identification and as a “virtual” separator sheet to indicate the start and end of a document. The scanning routine compares number of pages scanned versus number of pages cashiered and produces exception reports. After the documents are scanned, the images will become immediately available on County and public terminals. At this stage, the images will have a status of “not verified.” This status should change to reflect its status, for example “not verified”, “verified”. A status indicator should also be placed in the index indicating the step in the process it is at, for example “cashiered”, “indexed” or “verified”. The system should also provide the ability to print a copy of each document that has been scanned, if required.

The goal is to scan the entire day’s work within the current business day. Images should be available for viewing on the system within twenty-four hours. When the documents are initially scanned into the system, they can be searched by instrument number, GF number, date filed and document type (because this data will be captured at the cashiering stations). Once the index is completed, the images could be searched by any of the indexed fields (e.g., grantor/grantee).

After the images are scanned, quality control staff will review images on the screen to ensure that they are readable and straight.

### **Indexing**

Initial indexing (1<sup>st</sup> grantor and 1<sup>st</sup> grantee) is done by County during the cashiering of the documents; the official indexing may be outsourced at the option of the County Clerk.

### **Microfilming**

Presently, microfilming creation is outsourced and will continue to be. Vendor will need to present its options for creation, storage and archival of the films presently owned by the County.

### **Document Return**

The cashiering/recording system will have an option to indicate the return method. Usual methods to return documents are Instant, Pickup Box, Pre-addressed, or Regular. If regular mail is indicated, the system will indicate that return address information needs to be keyed.

After initial indexing, if required, a staff member will print a mailing label with instrument number indicating the documents that should go in the same envelope. Staff will locate instruments and stuff the envelope.

The County uses 8 ½” x 11” windowed envelopes to return documents, so the cover sheet shall be programmable in such a way as to fit into existing envelopes and have addresses align to window.

### **e-Recording Process**

#### **Customer Prepares Document**

The filer will be required to prepare the electronic document and create the index information based on the Property Records Industry Association (PRIA) standards.

#### **e-Cashiering**

The system should accommodate Level 1, 2, and 3 e-Recordings as defined by the Property Records Industry Association (PRIA). The system should be flexible in payment collection strategies regarding e-recording filings.

#### **e-Scanning and e-Indexing**

The County Clerk’s system will create a .tif or .pdf file containing the image of the recorded document and match this image to the index information transmitted by the filer. After this process is complete, the document will be available for public view.

#### **Microfilming**

Microfilm would be created using the same process as outlined in the Proposed Filing Concept above.

#### **e-Document Return**

After the electronic document is cashiered and processed, it will be electronically transmitted with a receipt back to the filer.

### **Document Rejection**

If, for any reason, a document is rejected, a rejection letter will be created and a record of the rejection will be retained for future reference.

### **Birth and Death Filing Process**

In the following section, we will expand on each of the key birth and death filing functions including processing the request, indexing, scanning, microfilming, and document return. Please note that the proposed system will need to incorporate new requirements as determined by the State of Texas Bureau of Vital Statistics.

### **Process Request**

The County receives birth and death certificates from midwives and funeral homes respectively. The clerk reviews the certificates for filing requirements then apply the statutory stamps.

### **Indexing**

Vital Statistics information will continue to be indexed by Cameron County staff. The clerk will enter the index information into the system.

### **Scanning**

Birth and death certificates are currently maintained on an imaging system and microfilmed on the back end. In the proposed model, Vital Statistics staff will scan birth and death certificates into the system so that the images will be available on-line. This will also enable any future satellite offices to access images of these records.

Scanning the Vital Statistics documents will follow a similar process to the Proposed Filing Concept.

### **Microfilming**

Consistent with the process for the Proposed Filing Concept, microfilm will be produced by a microfilm-creating device directly from the images. This step will be performed by Vendor. Film will be kept for archival and disaster recovery purposes.

### **Document Return**

Currently, marriage license applications are returned via regular mail to the State Bureau of Vital Statistics as well as any Court Orders pertaining to Death Certificates.

### **TER System soon to be TxEver (Texas Electronic Vitals Event Registrar)**

The Texas Electronic Registration system is reviewed daily, for electronic birth and death records, as well as amendments pertaining to birth and death records, which may need to be downloaded, validated, and imaged.

County would like the vendor's software to interface with the TER soon to be TxEver system. The image and index information sent by the State should be able to be downloaded directly into the County's Vital Statistics system, much like e-recording does in the Real Property records.

## **Marriage Application and Filing Process**

### **Marriage License Application and Indexing**

The new system will be compliant with Texas statutes and produce the marriage application. The system should first collect the application fee, then prompt for necessary information and produce the appropriate application and license. The system shall allow flexibility in printing and allow for printing the whole license or filling in the blanks on a pre-printed form.

The Vital Statistics staff will perform their own scanning and indexing of the application on mid-range scanning devices that will be located at their desk, or within the department. The County would like the system to automate this process, with the application allowing for the capture of an electronic signature (e-sign) and the image and index information being auto-populated from information generated at the application/license creation stage.

### **Microfilming**

Microfilm would be created using the same process as outlined in the Proposed Filing Concept above.

### **Marriage License Filing**

Vital Statistics clerks will review the licenses for completeness, add required recording information, review the index information, and scan the license. Finally, the marriage application will be located and updated with the date and County of marriage and sent to the State.

### **Proposed Enhancements**

The County would like to direct a couple to an on-line application (e-marriage) that will allow the inputting of information for marriage license. Upon completion, the system should create an individual identifying number that the clerk's office will then use to access and verify the submitted information; The clerk will then have the ability to print or electronic sign (e-signing) the application.

System should also provide capture capabilities which will allow for transfer of the application image and indexing information to the Vital Statistic System, thereby eliminating the need to print, scan and index the marriage application.

In addition, the vendor should be able to incorporate changes in the Marriage process set forth by the introduction of the TER Marriage soon to be TxEver and have the ability to provide a solution for electronic archiving of applications requesting either birth, death, marriage, dd214's or any other request for records handled by the Vitals Department

## **Birth and Death Certified Copy Process**

### **Requests**

Presently, requests for birth and death certificates come from walk-in customers or mailed in on a form printed from the internet. The County is interested in incorporating the use of interactive requests that are emailed, or electronically submitted with an electronically created auto-response letter acknowledging receipt of the request and approval or rejection of the request.

### **Cashiering**

The main Courthouse and any future satellite office will have access to process payments within one common system. The Vital Statistics clerk will record the fees, number of copies, requestor information, and certificate number in the system. The count of certified birth certificate copies will be maintained through the index and the system will provide an audit trail of security paper numbers issued, with electronically submitted data forwarded to cashiering station, in order to reduce the number of keystrokes. Also, system should have email functionality for transaction receipts when necessary.

### **Document Return**

The system will provide the ability to produce mailing labels for requests received through the mail.

### **Public Research Process**

The Public Research area is responsible for assisting customers in researching public records and producing plain or certified copies. The model presented below reflects processes for customers that request copies. On-line research would follow a similar process with the exception that customers would be able to produce their own copies and process payment via the Web application. It is envisioned that public research will be made available in any future satellite office.

### **Request Copies**

Customers will enter identifying information and send print jobs to a print processing queue. Customers should have the ability to select the print ranges so they do not have to print the entire document. The system shall keep a running total of pages held in the print queue by customer and display this information upon request or before the customer goes to the counter to cash out.

The new system will also provide the ability to conduct research on public records and print copies through the Internet. Certified copies can be requested through the public access research web site (e-certification). The Internet module will have all the functionality that is contained in the Public Research area at the Cameron County Clerk's office. Internet users will have the ability to view/print/electronically send copies of documents.

In addition, the system should have an option for the clerk to email document scanned from within the same system.

### **Cashiering**

When the customer is ready to pay, the clerk will select the customer's print jobs from the queue, process payment, and send the print jobs to the printer. Finally, the clerk will apply required stamps to certified copies, if applicable and provide the customer their copies and a receipt. Escrow customers will be able to send print jobs directly to a printer and pick up their copies from an outbox location and/or directly from a printer located in the public research area.

The system will provide enhanced controls that will enable reconciliation of the number of prints to the cash drawer close out. Copies will only print after payment has been tendered.

## Evaluation/Award Summary

### Overview

The County of Cameron Texas (“Cameron County” or the “County”) is soliciting Offers of High Technology purchases as authorized in the State of Texas Local Government Code 262. The County desires a software solution that will not only meet its minimum requirements, but will offer the County the most functionality within its budgetary limitations. The RFP, in accordance with State of Texas guidelines, provides for a negotiated procurement to obtain the “best value” for the County based on criteria defined herein.

### Evaluation and Selection Criteria

A County evaluation team will evaluate the information provided by vendors in response to the criteria established below. The scores of all evaluators will be used to determine the ranking of each proposal. The award of the 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 set forth in the Request For Proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final.

### WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Evaluators score (by category) will be multiplied by assigned weight for each criteria then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points  
Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points  
Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points  
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$   
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

The following weighted criteria will be considered in making an award:

	Max. Points
1. Extent to which the solution meets the County’s functional requirements	25
2. Extent to which the solution meets the County’s technical requirements	25
3. Total Proposed Price	20
4. References/reputation/experience/financial stability of firm	15
5. Support, Warranty and Maintenance	15

Each proposing firm is responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate each proposal based on the data submitted. The Evaluation Committee will consist of the Standing Evaluation Committee and other evaluators as approved by Commissioners Court.

### **Selection Process**

During the proposal process, firms shall not contact County staff directly. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact County offices or County employees directly, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through the County's Purchasing Department for this procurement.

The County will hold one pre-proposal conference as detailed in the timeline. The County will provide on-site tours of the facilities as part of the pre-proposal conference activities. Attendance at the pre-proposal conference is **Mandatory**. Additionally, the County requests that firms submit initial question in writing to the County prior to the pre-proposal conference according to the deadlines established in the tentative timeline below.

The Evaluation Committee will use a two-step process to select the "best value" solution.

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with short list of firms. Additional information may be required at that time. Commissioners Court will make the final selection and approval / award of a contract.

Step One: Based on the firms' written proposals, the Evaluation Committee will perform critical requirements fit analysis and conduct reference checks and evaluate the technical merit of each proposal. The Evaluation Committee will then discuss the results of their review and determine which vendors are reasonably qualified of being selected for award, hereinafter called "Offerors". After initial evaluations for technical compliance, the County may enter into discussions with qualified firms regarding the systems proposed. These discussions will be on an individual basis and will be closed to third parties and other proposing firms.

Step Two: The Offerors will be asked to schedule and participate in scripted software demonstrations for the Evaluation Committee, provide a product overview demonstration, schedule reference site visits, participate in due diligence meetings with the Evaluation Committee.

The Evaluation Committee, based on the ratings of the Evaluation Team, will recommend to the Cameron County Commissioners Court that award be made to the firm whose proposal is determined to be the best evaluated offer, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals as described. The Cameron County Commissioners Court will make the final award decision subject to contract approval by Commissioners Court. Upon execution of contract, a formal Notice-to-Proceed will be issued by the County Clerk identifying the exact start date for the project.

**Tentative Timeline**

The evaluation and award process will encompass the following tentative timeline and subject to change:

RFP Released	October 08, 2018
Deadline for Initial Questions	November 02, 2018
Pre-Proposal Conference:	November 09, 2018
Release Addendum #1: Initial Q/A	November 09, 2018
Deadline for Final Questions	November 14, 2018
Follow up answers	November 20, 2018
Proposals Due	December 04, 2018
Evaluation Committee review completion	Tentative
Recommendation presented to Commissioners Court	Tentative
Contract presented to Commissioners Court for consideration	Tentative

## Proposal Format

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive.

Proposals must be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and clearly labeled. The vendor must provide one (1) original and seven (7) copies plus one (1) electronic version on CD (Microsoft Word or PDF format) of the proposal. Please organize the proposal into the following major sections:

<u>Section</u>	<u>Title</u>
1.0	Transmittal <b><u>/ Cover Letter - A brief introductory letter of representation.</u></b>
2.0	Executive Summary - <b><u>A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed three pages.</u></b>
<u>Section</u>	<u>Title</u>
3.0	Company Background - <b><u>This section should include a description of the offerer experience with other services similar to the one described herein. This information should include: scope of several similar jobs including magnitude and cost, customer contacts and other information that Cameron County can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.</u></b>
4.0	Operating Model Analysis
5.0	Proposed Application Software
6.0	System Environments
7.0	Graphical User Interface
8.0	Document Imaging
9.0	Database Software
10.0	Optional Software
11.0	System Security
12.0	Hardware Environments
13.0	Responses to Requirements Sections <b><u>also including:</u></b> <b><u>a. Degree of Compliance - A statement that all products and services quoted in proposal are in full accord with the specifications or a brief listing of all those specification sections to which the offerer takes exception. All comments shall be listed and numbered in order of the respective article of the specification.</u></b> <b><u>b. Explanations and Exceptions - Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All</u></b>

**comments shall be listed and numbered in order of the respective article of the specification and as required in RFP.**

14.0	Implementation Support and Training
15.0	Maintenance Program
16.0	Project Schedule
17.0	Client References - <b>Offerer shall submit with this proposal a list of at least five (5) references preferably with Texas counties where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.</b>
18.0	Vendor Information/Diagram Attachments <b>&amp; Descriptive Literature - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Offerer/product information with regard to issues addressed in other areas of the Offerer's proposal.</b>
<u>Section</u>	<u>Title</u>
19.0	Cost Quotations - <b>Proposal Pricing/Delivery - Pricing shall be itemized for all items requested in this proposal on forms provided. Brief notes referencing specific line items may be included, if necessary, for explanation.</b>
20.0	Other Documentation Required - <b>Including Attachments 1 thru 11</b>
21.0	Payment Options
22.0	Sample Contract

### 1.0 Transmittal Letter

Provide a transmittal letter on your firm's letterhead. A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the vendor contractually. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. The transmittal letter should be of minimal length to serve as the Proposal abstract. The transmittal letter should include the following:

- Brief description of your organization
- Principal business location and any other service locations
- Brief history of your organization's experience with services similar to these services

- Brief description of the proposed solution
- A statement that your firm has the fiscal capacity to provide the required services
- A listing of all subcontractors that will be utilized
- Contact person, phone number and email address for questions relating to the Proposal
- Signature of person authorized to contractually bind the company.

### 2.0 Executive Summary

This part of the response to the RFP must be limited to a brief narrative highlighting the vendor's proposal. The summary must contain as little technical jargon as possible, and must be oriented toward non-technical personnel. The Executive Summary must not include cost quotations.

### 3.0 Company Background

Vendors must provide the following information about their company so the County can evaluate the vendors' stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a vendor to provide additional documentation to support and/or clarify requested information.

- Length of time the company has been in business.
- A brief description of the company.
- Company size and organization, including a list of related companies.
- Three years of audited financial statements.
- The number of years the company has been providing DBMS-based applications.
- The number of years the company has been providing Image Enabled applications.
- The number of years the company has been providing Client/Server applications.
- The core competency of the company (i.e. software, hardware, imaging, etc.).
- User Group meetings/conferences, and where they have been held in the past three years.
- The number of employees allocated strictly for research and development.
- The number of employees allocated strictly for support and description of the type of support provided by each employee in this category.
- Is the company, parent company or related companies now or has it been a party in a civil suit in the last 5 years? If so provide a current docket sheet for each suit.
- Is the company, parent company or related companies now or has it been charged in the last 5 years with violation of the law or currently the subject of any governmental investigation? If so provide a current docket sheet for each offense or nature of investigation.

Include information on all 3<sup>rd</sup> party alliance partners proposed as part of this contract:

- Company history.
- Alliance relationship and length of relationship.
- Clients where you have done work together.
- Products and services provided and how they interface with your product.

#### 4.0 Operating Model Analysis

The vendor must present high-level models depicting proposed process flows within each of the major functional areas of the department including:

- Filing of Official Public Records.
- Filing of Vital Statistics Records.
- eRecording.
- Marriage Application and Filing.
- Birth and Death Certified Copies.
- Public Research.

The vendor should highlight differences from the proposed operating models in the Overview of Desired Solution section of this RFP and discuss the impact and benefits of these changes. This section should also include a discussion on performance standards, recommendations for minimum staffing levels in each functional area, and minimum skill sets and computer literacy required for County staff.

#### 5.0 Proposed Application Software

The vendor must present in detail, features and capabilities of the proposed application software. The vendor must identify the development language used to create the application software. The vendor must list any additional software products required to support the proposed application software.

Third Party Software. Contractor shall identify any Third Party Software, and, unless otherwise stated in this Contract, Contractor shall, to the extent necessary to provide the services under this Contract: (1) maintain and upgrade as necessary licenses and maintenance agreements for Third Party Software Licenses used by County in the performance of the services to be provided under this Contract; (2) obtain licensed authorization for use and disclosure of Third Party Software by and to Contractor's employees or agents; Contractor shall not use in performing the services pursuant to this Contract any Third Party Software unless the fully informed consent of County (acting through the County Commissioners Court or County Clerk) has been tendered and such Third Party Software was commercially available to County when selected. In the event that Contractor shall use any Third Party Software, license, or other item that becomes a part of or is incorporated into the Work Product, tangible media embodying the Work Product, or Intellectual Property, Contractor shall obtain and transfer to County, its contractors and subcontractors, to the extent necessary or desirable for County or such contractors and subcontractors to perform the services pursuant to this Contract, a worldwide, perpetual, royalty-free, nonexclusive license to use and modify the Third Party Software for the sole and exclusive benefit of County, without any charge or expense beyond those amounts payable to Contractor for the services rendered pursuant to this Contract.

#### 6.0 System Environments

The vendor must describe the supported computer hardware environment in which the proposed software will run. In the event there are multiple computer systems available, list all options. The vendor must identify the operating system that is supported by the proposed applications software and the proposed relational database management system in the hardware environment recommended above. In the event there is multiple operating systems available, list all options.

### 7.0 Graphical User Interface

The vendor shall describe the user interface proposed for the system. The vendor shall describe all navigational systems (menus, windows, etc.) that are used to run the proposed software solution. This shall include a description of the screens that are part of the solution and how these screens are implemented. If commercial user tools are being provided, please explain them in your response.

### 8.0 Document Imaging

The vendor must describe the features and capabilities of the proposed document imaging component of the system. This must include the manufacturer of the imaging software, and the extent to which the software is used in the proposed system.

### 9.0 Database Software

The vendor must provide a description of the database management system required to support the computing environment. List any fourth generation features utilized in constructing the proposed applications software and any optional end-user productivity tools.

### 10.0 Optional Software

The vendor must include a description of any features (or value added components) available for use with the proposed software that have not been specifically requested in the RFP. Consideration of these products will be given to vendors whose optional software is to be of value to the County.

### 11.0 System Security

The vendor must include a detailed description of the proposed software and database security features. The vendor must describe their philosophy of where each security administration function should best reside - in the Information Systems Division or in the user areas.

### 12.0 Hardware Environments

A schedule must be prepared detailing:

- Proposed hardware configuration and increases that can be expected through implementation of your system - if you are proposing multiple systems, please provide complete information
- Manufacturer, model number and functional description of each unit or equipment component, including features and special devices - this must include any proposed equipment, including data entry devices
- Expandability of the proposed equipment to larger configurations - memory, mass storage, and peripheral devices must be included
- Capability of the equipment to function in an open systems environment
- Capability of the equipment to function in an on-line, real-time environment
- Unit pricing where appropriate must be shown so changes in quantity can be computed, and the vendor must mention unit price discounts with quantity purchases.
- If distributive processing is part of your system configuration, discuss the tiers you use in your configuration.

All necessary and optional site requirements related to the proposed configuration must be described in detail. These should include:

- Environmental requirements
- Electrical requirements
- Emergency power requirements (indicate proposed solution)
- Communications channels and types of protocols

You must submit a copy of your hardware site-planning guide with your proposal, if additional equipment is recommended. Indicate any special operating systems or utilities that are required to operate the proposed system. These items need to be included in the cost tables. The County retains the option to purchase the hardware separately.

### 13.0 Responses to Functional and Technical Requirements

Responses to the Functional and Technical Requirements Section of the RFP must be provided in this section of the vendor's response. Vendors must use the format provided and add comments as necessary. Any false or misleading information will be subject to immediate disqualification of the vendor's proposal.

### 14.0 Implementation Support and Training

The vendor must provide a detailed overview of the implementation, support, and training for the proposed software. This information must include:

- Project organization chart.
- Detailed implementation methodology including change management plan.
- Estimate of total project hours with separate estimates for vendor and County staff.
- Interface development.
- Detailed Data Conversion plan.
- Overview of proposed training for end users and information technology personnel.
- Implementation and training plan, including estimated time-frame and deliverables for each phase of the project.
- Resumes detailing project team experience – please indicate key personnel assigned to this project. Cameron County reserves the right to approve any changes to key personnel.

The vendor must provide a complete application training program for County Clerk personnel. The vendor will recommend the type of training required, which will include system and equipment operation, system support, and use of all software included with the system. The vendor will present the recommended training in outline form showing subject title and length of time required. Training will be provided in Cameron at facilities mutually agreed to by the County Clerk and the vendor. The vendor will be expected to train at least 8 staff but may limit class size to a reasonable number to avoid interruption of service in the County Clerk's office. Additionally, the vendor must work with the County Clerk and designated management to develop a training strategy that would minimize the impact on office productivity and customer service. Any initial and ongoing charges for training, training materials, and travel will be detailed and explained by the vendor in the cost tables.

### 15.0 Maintenance Program

The County may require that the successful vendor provide some equipment maintenance support in Cameron to service and support this installation. In order to determine the level of support available to the County Clerk, the vendor will provide the following information:

1. Describe the nature of maintenance coverage and types of programs available to the County Clerk. All cost information must be included in the cost tables.
2. Specify the preventive maintenance schedule for hardware, software, network and data, and estimate the amount of non-scheduled maintenance (downtime) for each item of equipment included in the proposed system. Preventive and corrective maintenance will be performed according to the maintenance plan selected by the Information Technology Department in conjunction with the County Clerk.
3. Specify the availability of telephone support, including toll-free access and hours of operation.
4. Specify the minimum and maximum time to respond to calls for non-scheduled (corrective) maintenance twenty-four (24) hours per day, seven (7) days per week and the location(s) from which such maintenance will be provided.
5. Specify the number of maintenance personnel presently located in, or who will be located in, Texas and the extent to which they will be available to support the County Clerk's installation.
6. Describe the vendor's policy for expediting repair of equipment that has been inoperative less than a one (1) hour, eight (8) hours, twenty-four (24) hours, and longer than twenty-four hours.
7. Describe the delivery method of future upgrades and product enhancements.
8. The County will require that the successful vendor maintain all vendor-furnished software in reliable operating condition and incorporate the latest vendor software changes and statutory changes applicable to this installation. The vendor will describe the nature of their software maintenance and their program for keeping vendor-furnished software reliable, efficient, and current. The vendor must describe if the County's Information Systems personnel can install any of the software.
9. Provide a Four (4) year estimated annual software maintenance schedule.
10. The Vendor will pay postage and delivery for hardware maintenance when shipping is required to accommodate repair.
11. Provide defined escalation process for problem resolution.

### 16.0 Project Schedule

Each vendor must provide a detailed Project Schedule that will cover system development and installation, equipment installation, database conversion and/or creation, training, and any other appropriate tasks. The schedule must indicate time estimates by major milestones and sub-tasks.

In the course of implementation of a project it is important to have consistent team members. A key member of the team is the Project Manager. Each vendor must identify a proposed project manager with resume attached. Cameron County requires a dedicated Project Manager to be assigned during the full term of the project. Any substitution of the original Project Manager by the vendor may result in a \$10,000 substitution fee payable to the County.

### 17.0 Client References

Vendors must provide a complete customer list and client references including statistics of size and complexity of the County Recording Department. These clients must have licensed the proposed software for a comparable computing environment. Information must include at the minimum:

- County
- Contact Name
- Title
- Address
- Telephone Number
- Email Address
- Software licensed (O/S, DB, etc.)
- Hardware/network environment
- Implementation status
- Modules in use and year installed
- Average daily transaction volume
- Average number of images captured/scanned per day
- Approximate total number of documents on the system
- Approximate total number of pages on the system

### 18.0 Vendor Information Attachments

All vendor attachments necessary for response to the RFP must be properly labeled and included with the RFP. These materials must be in compliance with the Economy of Presentation guidelines outlined in this RFP.

### 19.0 Cost Quotations

The vendor's cost quotations must be itemized and include all costs (e.g., hardware, license fees, source code, object code, implementation and training, travel and per diem, documentation, maintenance, freight and delivery charges and hourly rates). Vendors should carefully review all cost data for accuracy and completeness prior to submission. The cost quotations must include the following:

1. Vendor Letter of Transmittal for Cost Proposal
2. Cost Tables
3. Hourly rate schedule for scope changes detailed by resource type and level. The rate schedule(s) should apply to scope changes during the project and for subsequent requests after implementation.
4. Executive Summary containing a brief statement of any cost advantages provided by the vendor and any observations or comments deemed appropriate to full understanding of the Cost Proposal. Vendors are required to use the Cost Tables provided in Attachments D through J.
5. Provide your firm's proposed milestone/progress payment schedule. This proposed schedule will be negotiated with the selected firm(s) and will incorporate the County's specific testing and acceptance requirements.

The Offeror's pricing must remain valid for one hundred eighty (180) days from the RFP response due date. All materials included in the response to this RFP, including any portion of the RFP document, may be incorporated into the final agreement.

#### 20.0 Other Documentation

Proposers are required to include the following attachments with their responses to this RFP.

Attachment 1.Help Desk

Attachment 2.Software Maintenance and Upgrades

Attachment 3.Hardware Maintenance and Upgrades

Attachment 4.Hardware Cost Table

Attachment 5.Software Cost Table

Attachment 6.Implementation Services Cost Table

Attachment 7. Outsourced Service Cost Table – if applicable

Attachment 8. Options Cost Table

Attachment 9. Total Optional Services Cost Table

Attachment 10. Total Cost Summary

#### 21.0 Payment Options

The County requests payment options for acquisition of the system. Options should include separate pricing for hardware with specifications. The County may decide to purchase their hardware separately. Payment options can include but are not limited to the following:

- **Purchase and monthly maintenance and support fee**  
Per Document Fee Basis \*
- **Annual or Monthly Lease payment**  
Per Document Fee and Lease options must include a technology replacement strategy. \*

## 22.0 Sample Contract

Please provide us a copy of your software license agreement, professional services agreement and maintenance agreements for hardware and software.

## **General Terms & Conditions**

### **AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP:**

If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the county of such error in writing and request modification or clarification of the document. Modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for same.

If a vendor fails to notify the county prior to the date and time fixed for submission of proposal of an error or ambiguity in the RFP known to him, or an error ambiguity that reasonably should have been known to him, he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with 1.

### **PROPOSAL PREPARATION COST:**

Costs for developing proposals are entirely the responsibility of the vendors and shall not be chargeable to the County of Cameron.

### **DELIVERY OF PROPOSALS:**

All proposals shall be delivered to:

Cameron County Purchasing Office  
Attn: Mike Forbes  
Admin. Bldg.  
1100 East Monroe St,  
3<sup>rd</sup> Floor, Room 345  
Brownsville, TX 78520

Late proposals will be returned to the Proposer unopened. Cameron County will not be responsible for un-marked/improperly marked proposals or for proposals delivered to the wrong location.

### **MANDATORY PRE-PROPOSAL CONFERENCE:**

**Pre Proposal - Meeting Scheduled at County Admin Bldg., 2nd Floor, County Clerks Dept., 835 East Levee Street 3<sup>rd</sup> Floor Brownsville, Texas 78520**

The pre-proposal conference will be followed by a tour of the County Clerk's Recording Department.

**ECONOMY OF PRESENTATION:**

Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the request for proposal must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

**PROPOSAL OBLIGATION:**

The contents of the proposal and any clarification thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

**IMPLIED REQUIREMENTS:**

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal.

**COMPLIANCE WITH RFP SPECIFICATIONS:**

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. The vendor's response must coincide with the format of the RFP.

**WITHDRAWAL OF PROPOSAL:**

A vendor may withdraw his proposal by submitting a written request for its withdrawal over the signature of an authorized individual as described in Transmittal Letter Section above, to the Purchasing Agent at any time prior to the submission deadline. The vendor may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, will not be considered if submitted after the deadline.

**STATUS OF PROPOSAL:**

Disposition of Proposal - All proposals become the property of the County and will not be returned to the vendor.

**DISCLOSURE OF PROPOSAL CONTENT:**

All Proposals and other materials submitted in the response to this RFP procurement process becomes the property of Cameron County. All Proposal information, including detailed price and cost information, shall be held in confidence until the contract is awarded and/or cancelled. Upon the completion of the evaluation process and award and/or cancellation of the proposal, the Proposals and associated materials shall be open for review by the public in accordance with Public Information Act. By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated, by the Proposer and prior to submission of the Proposal.

**TEST SAMPLES:**

Upon request by Cameron County, Proposers agree to furnish samples and/or demonstrations of products RFP, as applicable. The product(s) requested will be furnished at no additional cost to Cameron County and will be of sufficient amounts and/or time frames agreed by County and Proposer to ensure effective testing of the product(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Cameron County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the RFP or product. Any product used by Cameron County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.

**CONTRACTUAL DEVELOPMENT:**

The contents of the RFP and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposing Firm must be amendable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection processes

**FEE REQUIREMENTS:**

All fees for services must include all cost elements.

**LOSS, DAMAGE OR CLAIM:**

The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

**RIGHT TO REJECTION:**

The County reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in whole or part as determined to be in the best interest of the County.

Any Proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected as authorized by the Commissioners Court. Proposers must comply with all the terms of this RFP and all applicable Federal, State and Local laws and regulations, as applicable. This includes but is not limited to: State Record Retention Laws, Rules and Regulations.

The County reserves the right, at its sole discretion, to waive any technicality in the Proposal provided such action is in the best interest of the County. Where the County waives minor technicalities in the Proposal, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor technicalities, the County may hold any Proposer to strict compliance with the RFP.

**COUNTY’S COMMITMENT:**

This Proposal is not a commitment by the County to fund any development, to lease or purchase any equipment, products, services or any other materials from any Proposer. The County will not be liable for any direct or indirect costs that any Proposer may incur in the preparations or production of a response to this RFP, or for any subsequent sales, due diligence or negotiation costs.

The County reserves the right, at its sole and exclusive discretion, to cancel the selection process at any time, add, modify, or delete any items in the RFP, negotiate additional items to be included in the Proposal response or delete items from such response, or to award all or part of the services to one or more Proposers.

The materials and information included in this RFP are intended to assist the Proposers in the formulation of responses. The County’s desire is to provide the Proposers with relevant information known at the time of the issuance of this RFP. However, the County makes no representation as to the accuracy and completeness of such materials and information. The Proposer understands and agrees that the County nor any of its agents, advisors, or representatives make any as to the accuracy and completeness of such materials and information and shall have no liability to the Proposer resulting from the use of said materials and information

The County shall not be bound by any language in the Proposer’s submitted document indicating confidentiality or any other restriction on its use or disclosure.

**Governing Law Venue:**

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Cameron County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Cameron County, Texas.

**Questions Concerning RFP:**

Proposers will provide the County Purchasing Agent with the appropriate name and the e-mail address for the Q&A contact focal point and will respond only to those questions originating from this Q&A contact. The County will accept your questions concerning the services described in this RFP via e-mail until the date shown on the Timeline. All questions must be submitted in writing via e-mail to the Purchasing Agent. Please reference the RFP number on all correspondence to Cameron County. No oral communication is binding on the County.

Mike Forbes – [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us)

Please reference the RFP number on all correspondence to Cameron County. No oral communication is binding on the County.

**Term:**

Provide for a term contract commencing on the date of the award and continuing through a 48-month period.

**Funding:**

Funds for payment have been provided through the Cameron County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Cameron County fiscal year shall be subject to budget approval.

**Price Re-determination:**

A price re-determination may be considered by Cameron County only at the anniversary date of the contract. All requests for price re-determination shall be in written form, shall be submitted a minimum of thirty (30) days prior to anniversary date and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The offeror's past experience of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best offer. Cameron County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

## **INSTRUCTIONS**

### **Weight Column**

The following requirements are weighted based on the following criteria:

C = Critical  
I = Important

These weights will be used by the Evaluation Team to determine the relative merit of each requirement when scoring the proposal responses.

### **Response Code Column**

Vendors must use one of the following response codes for each functional requirement.

Y = this feature is currently in production (i.e., fully implemented and in use) in another county and is provided within the proposed solution.

If the feature is fully implemented but not within a county, please explain in the comments column.

U = the proposed user tools can be used to include this feature. (Please explain.)

P = the system does not completely meet the criteria as described - only partial compliance will be provided. (Please explain.)

M = Modification would be required at an additional cost. The vendor **MUST** specify the estimated cost in the Response Code column.  
Modification at zero cost is acceptable.

N = this feature is not provided.

### **Comment Column**

Additional comments are encouraged and should be placed next to the response code. Please use this column to add clarity to your responses.

# Functional Requirements

## General Requirements

### 1. User Interface

Item	Requirement	Weight	Response Code	Comment
1.1.	All recording system functions must be in compliance with current Texas statutes as interpreted by the Cameron County Clerk's Office.	C		
1.2.	All screens used in the system must be designed with the following concepts: efficient navigation, informative help messages, field editing, data entry automation, and ergonomic design	I		
1.3.	All entry fields, where appropriate, must offer default values when a screen is first displayed for entry, or when the user passes the field without entering any value.	I		
1.4.	All entry fields that receive date and time values must perform edits and must only accept valid entry.	C		
1.5.	All user screens must provide help screen and help field windows that offer efficient, informative, and instructional information.	I		
1.6.	All entry fields that have validation from a code table must produce, upon user request, a pick list of code table values, where the user can select the proper value for the field.	I		
1.7.	All fields, where appropriate, must provide intelligent edits. Example: The number of pages for a recorded document must always be greater than zero (0).	I		
1.8.	Application software screens must produce messages informing the users of required fields that must receive a value before a screen can be accepted.	C		
1.9.	All screens must display progress update messages when the system is executing a process which results in the user screen being disabled.	I		
1.10.	The system incorporates workflow tracking capabilities to enable the clerks and management to determine where each document is within the overall process (e.g., cashiered, scanned, indexed, mailed, etc.)	C		
1.11.	The system tracks the user id for each activity performed to provide an audit trail and improve accountability.	C		

1.12.	Annual maintenance agreements include system modifications necessary as a result of statute changes as interpreted by the Cameron County Clerk. These modifications will be completed prior to the required implementation date within the statute. After implementation, any functionality identified as contrary to statute shall be made compliant within 30 days.	C		
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2. Decision Support Capabilities

Item	Requirement	Weight	Response Code	Comment
2.1.	The system must provide appropriate statistical and summary information to be used for decisions by management personnel. Areas of decision support include workflow efficiency, individual production statistics, monetary transactions, database statistics related to application transactions, and system resource usage.	C		
2.2.	System resource usage (CPU, disk, and memory) statistics must be provided by the operating systems or by third party software utilities.	I		
2.3.	Database statistics (data record totals, table capacities, etc.) must be provided by the database management software or by third party software utilities.	I		
2.4.	All software structures designed or provided by the vendor must contain data and utilities that afford supervisory personnel decision support capabilities.	I		

### 3. System Documentation

Item	Requirement	Weight	Response Code	Comment
3.1.	Technical and operations manuals (on-line and hard copy) will be provided.	C		
3.2.	Documentation will include a data element dictionary.	I		
3.3.	Documentation must include record and file specifications.	I		
3.4.	Documentation must include explanations of functions and elements.	I		
3.5.	Documentation must include diagrams for data flow and program flow.	I		
3.6.	Documentation must include system backup and recovery procedures.	C		

### 4. On-Line Help Screens

Item	Requirement	Weight	Response Code	Comment
4.1.	The system must provide on-line help for all screens and menus, including topic searches.	I		
4.2.	On-line help must assist in general navigation of the screens.	I		
4.3.	The help function must be context sensitive and index driven for all screens and menus.	I		
4.4.	The system must provide the capability for user-written, index driven help that may be added to the core product.	I		
4.5.	On-line help text will be provided.	I		

5. Application User Documentation

Item	Requirement	Weight	Response Code	Comment
5.1.	User manuals (on-line and hard copy) must be provided for each application.	C		
5.2.	The system must provide for user-defined on-line documentation.	I		
5.3.	The vendor will provide printed user manuals that are easy to use, easy to read, non-technical, and include screen illustrations, data entry requirements, and use of function/command keys. In addition, the vendor will provide desk reference guides or job aids for each workstation including County staff and public research areas.	I		

6. Testing/Training Environment

Item	Requirement	Weight	Response Code	Comment
6.1.	During system development, the vendor will set up a complete testing environment in a functional room provided by the Clerk. The testing room will include at least one front counter/cashier workstation, one scanning workstation, one indexing/verifying workstations and one workstation dedicated to Public Inquiry, and all appropriate user hardware and software required to produce a full system test.	C		
6.2.	The hardware and software workstations in the testing room must include at least one representation of any unique system area or function including importing indexed data from the outsourced operation.	C		
6.3.	Users must be able to fully process Recorded Documents. The processing must include all functional areas, including front counter, cashier, scanning, indexing, verifying, and public inquiry and all printed reports and forms.	C		
6.4.	Vendor shall supply ample hours of instruction and training of County personnel and provide any re-training, at the request of the office, at no charge, during the contract	C		

## Application Requirements

### 7. General

Item	Requirement	Weight	Response Code	Comment
7.1.	Uses MS-SQL RDBMS.	C		
7.2.	Vender to describe Disaster Recovery Options	C		
7.3.	The user must have the ability to execute the Recording/Indexing application software from a menu system.	I		
7.4.	All Official Records documents will be imaged and linked to the Official Records index.	C		
7.5.	A Document Type code table must exist that includes all document types recorded. A system supervisor must have the ability to add or delete codes in this table.	C		
7.6.	In order to avoid redundant data entry, data entered by cashiers will carry forward and be available for the indexing process. (i.e., Recording Fees, Grantor, Grantee, addresses, etc.)	C		
7.7.	All numbers assigned by the system will be unique (i.e., no duplication of instrument number, receipt numbers, registrar file numbers, etc.).	C		
7.8.	Documents must be linked by direct reference to a Grantor/Grantee Name, Instrument Number, Recorded Date, Legal Description and Volume and Page.	C		
7.9.	The software must have a security flag to allow certain users to update data on the Official Records Index.	C		
7.10.	The software must have a security flag to allow certain users to update the Official Records Index for <u>prior years</u> .	C		
7.11.	The document record must store an optional return mailing address for documents that must be returned by mail.	C		
7.12.	The document record will contain a flag field that denotes method of returning a document, i.e., instant return, electronic, mail, etc.	I		
7.13.	The system will produce cover sheet or mailing labels for documents that must be mailed back to the customer.	C		
7.14.	All Receipt records must be linked to the document records for which they were generated. Receipt records must print out on cover sheet.	C		

7.15.	All document records must be linked to the Receipt records generated for them.	C		
7.16.	Users must have the ability to print a report on a daily basis that lists the number of new records added to the database.	I		
7.17.	Users must have the ability to print a daily balancing report.	C		
7.18.	Users must have the ability to print a report that lists an alphabetical index by document number and name.	C		
7.19.	When printing reports, users must be able to select the type of output, the printer, number of copies, and have the option to cancel the print request.	I		
7.20.	Ability to keep data entry audit trails throughout system.	C		
7.21.	Ability to secure irrelevant fields from user.	C		
7.22.	Ability to secure critical data elements such as social security numbers or credit card numbers at field level.	C		
7.23.	Ability to set security in the system using roles or responsibilities that user(s) can easily maintain.	C		
7.24.	Ability to prompt user to change the password.	I		
7.25.	Ability to provide multiple levels of password security with identification of the specific operator executing a transaction and lockout to prevent unauthorized fees, deletions, and searches.	C		
7.26.	Provide ability to view online the System Security “layout” or map in order to perform periodic audits to determine if security set up is still in line with user-defined guidelines and principles.	I		
7.27.	System provides externally definable security to restrict access as follows: a. by remote users b. by Internet c. by workstation d. by User ID e. by location (one location cannot access another’s information) f. by critical data element (read only versus update) g. by screen level or forms	C		
7.28.	Access to query and report writing features can be restricted to information belonging to specific locations.	C		

7.29.	Each user ID's access can be restricted a. to Read Only b. to Maintenance of Adding c. to Maintenance of Changing data d. to Maintenance of Deactivating data e. to Maintenance of Reactivating data f. to Maintenance of Deleting data	C		
7.30.	Security modules provide automatic password deactivation and/or deletion (based on elapsed time or inactivity) or other rules.	I		
7.31.	The application security provides the ability to manage password policies based on aging minimum number of characters, reuse of passwords and complexity (mix of letters, numbers and special characters),	I		
7.32.	Users are unable to alter instrument numbers generated by the system.	C		
7.33.	Automatic reporting of more than three (3)-attempted accesses with incorrect password or from unauthorized terminal within user-specified timeframe.	I		
7.34.	Automatic User ID lockout for user-specified time period after three (3)-attempted accesses with incorrect password within an hour.	I		
7.35.	Security Administrator can determine online the last time that a particular User ID accessed the system.	I		
7.36.	Security Administrator can determine online which terminals a particular User ID used to access the system during a user-specified timeframe.	I		
7.37.	Can the Security Administrator determine online which users are currently logged on and at which terminals?	I		
7.38.	Self-service Kiosk will be available to automate initial function of Marriage License Application, Assumed Name, Requests for Vital Statistics with input information transferable to Cashiering.	C		
7.39.	Vendor has ability to receive new county plats in image or paper format – reduce it down to 24" x 36" recreate copy in paper form and then laminate and return laminated copy to county. Vendor will need to provide pricing for this.	C		

8. Document Workflow

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
8.1.	The Recording/Indexing software must contain a Document Workflow queue which lists all documents that have not completed the full workflow cycle.	C		
8.2.	The document data records must contain the following date and time information: Recorded, Scanned, Indexed, Verified, Mailed, and Cycle Completed.	I		
8.3.	The Document Workflow select list must present documents with the following Status Codes (or similar): REC - Recorded, IDX – Indexed, VER - Verified, S – Scanned, V – Image Verified, and MLD - Mailed,	I		
8.4.	Document Status levels must be achieved automatically by the completion of a particular process, or by the user updating a flag field when a manual procedure is completed.	C		
8.5.	Users must be able to select a document from the Workflow queue to work with, in any of the workflow screens.	I		

9. Document Retrieval

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
9.1.	The system must provide an efficient means of document retrieval and rapid transition from page to page.	C		
9.2.	The system must allow a scanned document to be rotated, moved on the screen, and scrolled page by page.	C		
9.3.	The system must provide the user with the ability to enlarge a section of the scanned document.	I		
9.4.	The system must have the ability to handle multiple, simultaneous requests for an imaged document, and for multiple imaged documents.	C		
9.5.	The users must have access to search and select lists.	C		
9.6.	Users must have the ability to access each index in the system.	C		

## 10. Document Printing

Item	Requirement	Weight	Response Code	Comment
10.1.	Users must be able to reproduce documents on a printer.	C		
10.2.	The document copies must be equivalent in appearance to the digital images displayed on the screen.	C		
10.3.	Users must be able to select multiple documents for copying, and queue them on a printer.	C		
10.4.	Some documents require printing to certificate paper in a reduced format.	C		
10.5.	Users must be able to specify a page range and individual pages for a given document.	C		

## 11. Report Standards

Item	Requirement	Weight	Response Code	Comment
11.1.	All reports must have a standard header.	I		
11.2.	All reports must produce a selection criteria page, either at the beginning or the end of the report.	C		
11.3.	All reports must contain a totals page at the end of the report.	I		
11.4.	Any report that does not find any records based upon the given selection criteria will print a message on the last page of the report which reads "no records found".	I		
11.5.	Delivered (standard) report to printout totals daily, weekly, monthly, quarterly and calendar and fiscal year-to-date totals of recording fees collected and distributed.	I		
11.6.	Delivered (standard) report, listing contents of user and system and defined tables.	I		
11.7.	Provide for user-definable, user-friendly report writers and formatters on user defined schedule basis.	I		
11.8.	Ability to run ad-hoc reports.	I		

11.9.	Is the report writer capable of accessing and using ANY data element maintained on the system without requiring the services of a programmer or Information Technology “expert?”	I		
11.10.	Ability to have the user work on the workstation while the report writer system is actively compiling or printing a report (e.g. No system driven “lock out”).	I		
11.11.	Ability to view all standard and ad-hoc reports/queries online at the end users workstation prior to printing hardcopy (on-demand/real time).	C		
11.12.	System must have the ability to generate, print, and produce all required reports on demand/real-time. a. to local printers b. to network printers	I		
11.13.	Delivered (standard) report format is consistent with statutes.	C		
11.14.	Ability to use existing report tools such as Crystal Reports or Microsoft SQL Server Reporting.	I		
11.15.	Ability to produce trend reports including increase/decrease in document types or fees over time, individual performance statistics, etc.	C		
11.16.	Ability to produce exception reports reflecting void transactions or fees expected vs. fees collected for the requested time period.	C		
11.17.	Ability to produce reports listing all users who accessed the system on a daily basis including entry and exit times, user identification, company name (for external users).	I		
11.18.	Ability to produce reports from Vital Statistics reflecting counts of birth, death, and marriage certificates or licenses processed to reconcile State fees charged.	C		
11.19.	Ability to produce reports by location, including remote offices.	I		
11.20.	Ability to produce reports reflecting monthly activity by document type and fees.	I		
11.21.	Provide reports that allow County Clerk staff to monitor and manage incoming volumes and staff production.	C		

## 12. Cashiering

Item	Requirement	Weight	Response Code	Comment
12.1.	All transactions will be processed through one common cashiering system including certified copy transactions at County remote offices.	C		
12.2.	User can easily recognize, diagnose, and recover from errors	I		
12.3.	The new system must provide an application module dedicated to the processing of customer payments for receipts and invoices.	C		
12.4.	Users must have an appropriate security to perform cashiering functions.	C		
12.5.	Cashier workstations must have a cash drawer, which is opened programmatically or by manual key.	C		
12.6.	The system must support receipt of payment in cash (calculate change due), checks, credit cards, escrow accounts, accounts receivable, and LegalEase.	C		
12.7.	Credit card payments can be interfaced for on-line credit card verification.	I		
12.8.	System is flexible handling credit card convenience fee charges i.e., flat rate, percentage of fee, etc.	C		
12.9.	The system must support the recording of multiple documents with a single payment consisting of any combination(s) of payment methods.	C		
12.10.	The system must provide the capability to automatically calculate fees based on user-maintained tables.	C		
12.11.	The system shall support multiple document types per document (e.g., mortgage and assignment.)	C		
12.12.	The system must allow the use of a common customer table by customer number (code table), and must allow the user to add a new customer name which can be added to the frequent customer table.	C		
12.13.	The system must automatically assign the following information for each recorded document: Instrument number, recording date and time.	C		
12.14.	Upon payment of a receipt or invoice, the system will create Payment Detail records or Cover Sheet which will contain the GL accounts, amount paid, receipt/invoice number paid, tender type, and check number. All Payment Detail records will contain the current date, upon which the payment was made.	C		

12.15.	Users must have the ability to print a Daily Balancing report containing totals for funds received, and sorted by each tender type, broken down by teller/cash drawer. Totals must also be given for GL Categories.	C		
12.16.	Cover Sheet shall allow for flexibility in format	C		
12.17.	A validation printer should be available to each Cashier/Recorder to validate the receipt/invoice and check(s) used for payment.	C		
12.18.	Support cash drawer workstations with the following: (1) Keyboard (2) Attached Scanner (3) Image capable monitor (4) Financial Slip Printer (5) Locking Cash Drawer	C		
12.19.	Support cashiering options in the following flows: (1) Cashiering at the counter for walkups (2) Batch cashiering for mail and title companies (3) Cashiering concurrent with scanning (4) Cashiering with scanning at a later time.	C		
12.20.	The system automates overage processing for surplus/refunds.	C		
12.21.	The system provides the ability to produce electronic rejection notices for documents that do not meet recording requirements. System logs will be available to track rejections and reports will summarize rejections by reason, customer type, and quantities over time. Reason Codes are maintained by the County.	C		
12.22.	The County Clerk's fee schedule is table driven and access is restricted to the system administrator.	C		
12.23.	Real Property cashiering prompts the user for a minimum of Document Type, Number of Pages, plus other items in order to calculate the fee.	C		
12.24.	During cashiering of Title Company batches, an optional GF number can be entered.	C		
12.25.	If requested, the system will automatically generate an e-mail confirmation to title companies with the GF number, instrument number, and date of filing where applicable.	I		
12.26.	The system creates electronic stamps for each document. The first stamp is the document stamp and contains a minimum of Instrument number, volume and page, number of pages, bar code and will be placed at the head of the document. The second will contain "Filed and Recorded," fee, date/time of filing, cashier id and other information as directed by statute. The "Filed and Recorded" label/stamp will include the County Clerk's full name.	C		
12.27.	The system has the ability to produce a courtesy copy stamp.	I		

12.28.	The cashiering system will allow entry of document return method, i.e. Instant, Mail, Electronic, pre-addressed.	I		
12.29.	System must support the suspension of a transaction that can be later recalled and continued.	I		
12.30.	The system calculates convenience fee due for credit card transactions and adds it to amount due.	C		
12.31.	Instrument numbers are assigned sequentially at the end of the transaction when the payment is applied.	C		
12.32.	Cashiers may correct errors before the transaction is final.	C		
12.33.	The system endorses the check with information from a code table as well other receipt information such as receipt number.	C		
12.34.	The system uses shortcut keys to speed data entry for payment type and document type	C		
12.35.	Upon payment, the system calculates change due to customer for cash transactions.	C		
12.36.	The system supports high volume, rapid and efficient entry of transactions.	C		
12.37.	The system will distribute the fees to the appropriate General Ledger accounts based on user defined tables.	C		
12.38.	Ability to require supervisor approval for documents recorded for no fee.	C		
12.39.	Ability to process non-filing fees, such as bank charges and copy charges.	C		
12.40.	Support the creation of both a 'filed by' and 'returned to' index for recorded documents.	I		

### 13. Payment and Receipting

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
13.1.	Ability to insure costs received are allocated as prescribed by Texas statute.	C		
13.2.	Accept and apply one payment across several record filings for one receipt.	C		
13.3.	Accept and apply credit card payments through the County's vendor and record authorization number and expiration date.	C		
13.4.	Can process any returned check fees and allocate the fees to a separate deposit code.	C		

13.5.	The system must include an application module that allows the user to produce receipts for payment of customer fees and other monetary collections.	C		
13.6.	An official receipt may be printed that shows the information entered by the clerk and calculated by the system. The receipt must show the following information in clear and legible print: Receipt number, recorded date and time, fee amount, Cameron County Clerk's full name Laura Hughes", instrument number, number of pages, total fee, deputy clerk's initials or code.	C		
13.7.	All receipts generated must be linked in the system's database to the application data records by key values. Subsequently, all application records must be linked to the receipts that are generated on their behalf.	C		
13.8.	A system user will require a specific Security Profile setting in order to access and execute this software module.	C		
13.9.	A Receipt can be generated which will establish a Debit account for approved customers. The Debit amount on the Receipt will update the customer's code table record with that amount.	C		
13.10.	The Receipt software must inform the user when a customer has a debit balance for which to pay for services.	I		
13.11.	The Receipt software must inform the user when a customer's debit amount balance does not contain enough funds for a particular transaction.	C		
13.12.	Allows excess funds to be applied to debit accounts.	C		
13.13.	A Receipt Number must be automatically assigned by the system for all receipts generated.	C		
13.14.	System supervisors will have access to Fee Code tables, which will allow for dynamic modification of fee amounts and calculation constants.	C		
13.15.	The Receipt generation screen will provide for the entry of unlimited line items, and will allow the user to scroll back and forth through the line items while keeping a running total display bar at the bottom of the screen.	C		
13.16.	The Receipt generation screen will allow for the addition/insertion of a new line item on the list while reflecting the total impact of the modifications on the bottom total display bar.	C		
13.17.	The Receipt generation screen will allow for the deletion of any of the line items on the list while reflecting the total impact of the modifications on the bottom total display bar.	C		
13.18.	A receipt is generated for full payment only, and the system will not allow partial payment for any receipt.	C		
13.19.	The Receipts application must allow for a receipt to be adjusted and/or voided by an authorized user	C		

13.20.	The system must maintain an audit of adjusted receipts and provide report output for this audit information.	C		
13.21.	Receipts adjusted involving Debit accounts will be reflected on the Debit Account Statement.	C		
13.22.	The system allows entry of a comment on the receipt that is for internal user only.	I		
13.23.	System can reprint receipts. Reprinted receipts have “Duplicate” printed on the receipt.	C		
13.24.	Ability to prevent issuance of a negative receipt.	C		
13.25.	Multiple receipting stations/cash drawers can be in use at the same time with the ability to balance out by operator/drawer at the end of the day.	I		
13.26.	Ability to create and print or email Rejected Document Letters and attach them to held receipt (if necessary).	C		
13.27.	Ability to track Rejected Document Letters	C		
13.28.	Ability to create, print, or email, and track Refund Letters.	C		
13.29.	Ability to create a Cover Page for Plats including information indexed during cashiering – County to provide format	C		

14. Daily Cashier Close Out and Deposits

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
14.1.	Ability to prevent updates and corrections that result in negative total for any bank code at the end of the day closeout.	C		
14.2.	Ability to produce separate/distinct daily deposit summaries for payment types (cash, credit card, check, etc.) including overages and shortages.	C		
14.3.	Ability to change payment type (cash, check, electronic) with audit trail.	C		
14.4.	System has the ability to create separate daily deposits by location.	C		
14.5.	Ability to generate a daily cashier transaction report.	C		

15. Financial Reporting

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
15.1.	Ability to produce lists (by date range) of any type of financial transactions – all receipts, receipts by type, all disbursements, disbursements by type, void checks, non-cash transactions.	C		
15.2.	Upon cashier close out, the cashiering station will produce a recap report highlighting the activity for the day. This report will include fees received by payment type, GL account distribution, fees collected by document type, instrument number ranges, voids and adjustment transactions.	C		
15.3.	Ability to produce an audit report that identifies the employee making entry.	C		
15.4.	The system has a module to process returned checks and to track repeat offenders.	I		
15.5.	The system has the ability to reconcile the number of print queue documents to the cash drawer close out.	C		
15.6.	Ability to generate a daily cashier transaction report and a summary report for all cashier stations by location.	C		
15.7.	Provides for the ability to export reports to spreadsheets, word processing programs or PDF files	C		

16. Receipt Adjustments

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
16.1.	Receipt adjustments do not alter the original receipt date.	C		
16.2.	Ability to void a receipt by authorized persons maintaining an audit trail of the old receipt, user name, and date of void.	C		
16.3.	Void transactions require supervisory override.	C		
16.4.	Voided receipt is tied to original receipt.	C		
16.5.	Ability to make comments and note reasons for voids.	C		
16.6.	Ability to generate a printed receipt marked with the word “void”.	C		

16.7.	Ability to re-classify payment type (cash, check, electronic, etc.) with audit trail.	C		
16.8.	Ability to make a correction by supervisory level only while maintaining audit trail and effective dates.	C		
16.9.	Ability to make correction to fee codes without affecting amount total on the receipt with audit trail.	C		
16.10.	Ability to require supervisor approval for corrections.	C		
16.11.	Ability to require supervisor approval for documents recorded for no fee.	C		

17. Accounts Receivable

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
17.1.	System tracks escrow account balances and produces invoices.	C		
17.2.	The receipt will show the customer's remaining balance if they have an escrow account.	C		
17.3.	Support accounts receivable for on demand invoicing: (1) Records receipt of funds by account (2) Allocate fees to appropriate fund accounts (3) Integrate with daily deposit transactions (4) Print duplicate invoices as required.	C		
17.4.	System should provide ability to run statements for Debit Accounts on demand for any date or date range.	C		
17.5.	System should provide ability to run statements for active accounts only.	C		
17.6.	System should provide ability to run statements for only those accounts with activity during the reporting period.	C		

17.7.	Support changing account status to Inactive for any reason and prevent use of the account until reactivated.	C		
17.8.	The system needs the ability to manage charge accounts and produce periodic invoices (i.e., State, probation officers, protective services, etc.).	C		
17.9.	Revenue is recognized for charge accounts upon payment of invoices.	C		
17.10.	The system will not allow partial payments on charge account invoices.	C		

### 18. Document Endorsement

Item	Requirement	Weight	Response Code	Comment
18.1.	An electronic stamp shall endorse each document with filing information.	C		
18.2.	An electronic stamp shall endorse each plat with filing information	C		
18.3.	Stamps include appropriate information to facilitate scanning by using a bar code.	C		

### 19. Document Scanning

Item	Requirement	Weight	Response Code	Comment
19.1.	All images will be instantly written simultaneously to the system hard disks.	C		
19.2.	Provide immediate on-screen validation for scanned document images.	C		
19.3.	Maintain a count of pages at scanning for verification to recording pages.	C		
19.4.	Support document sizes 3”X5” to 11”X17”.	C		
19.5.	Support variable paper weights (business documents)	C		
19.6.	Support variable paper qualities.	C		
19.7.	Provide 200/300/400 dpi resolution.	C		

19.8.	Provide operator adjustable quality controls (i.e. contrast, despeckle) that can be adjusted before the image is written to disk.	C		
19.9.	Display the scanned image and the index screen on the monitor simultaneously.	C		
19.10.	Allow operator to rescan images without storing the original image scanned.	C		
19.11.	Scanning routine compares the number of pages scanned versus the number of pages cashiered and produces an exception report.	C		
19.12.	Scanning routine compares instrument numbers scanned versus instrument numbers cashiered and produces an exception report for any missing instrument numbers.	C		
19.13.	Scanning system provides capabilities for quality control. Review of images on-line with the ability to replace bad images as needed.	C		
19.14.	Scanning device has auto-page size detection and can process both letter and legal sized paper in mixed batches.	C		
19.15.	Scanning device has double-sided capabilities and will eliminate images of blank pages.	C		
19.16.	Scanning device uses bar code as separator sheet.	C		
19.17.	System interfaces with a wide variety of industry standard devices (flatbed and doc feed).	C		
19.18.	Images can be categorized by status i.e., not verified, verified, rejected.	I		
19.19.	Desktop scanners enable instant return of filed documents. These scanners will have built in system redundancy to protect from loss of data and real-time backups. Please describe.	C		
19.20.	System has ability to track and retrieve deleted or over-scanned images.	I		
19.21.	Allows user to view all scanned pages of a document at once in thumbnail form.	C		
19.22.	Allows for faxing and/or emailing of currently viewed document by single page, a range of pages or the entire document.	I		
19.23.	System provides editing of documents images with the ability to rescan, insert, redact, mask, or delete individual pages or a range of pages.	C		
19.24.	System should be fully certified as compliant with the Americans with Disabilities Act (ADA).	C		
19.25.	Allows for scanning and reproduction of color images	I		
19.26.	Provides for the ability to seek out formatted social security numbers to automatically mask or redact information from digital images.	I		

19.27.	Provides the ability to store one image with redaction masks rather than two images (one redacted and one not)	C		
19.28.	Provides for the ability to remove mask for certified copies (based on user security level).	C		
19.29.	Provides for the ability to import Index and images from an outside scanning source (plats) in an open and acceptable format at no cost to county.	C		
19.30.	Scan system will print a copy of scanned image, if required by office	I		
19.31.	System allows for scanning input from County owned OCE Wide format Printer	I		

## 20. Record Indexing

Item	Requirement	Weight	Response Code	Comment
20.1.	Vendor shall provide Indexing Services; however indexing package will be available if Cameron decides to index their own data.	C		
20.2.	Indexing of Document types will be to Cameron County specifications.	C		
20.3.	Indexing will be re-keyed for verification purposes.	C		
20.4.	Turn-around time for indexing is no longer than 24 hours from date of recording.	C		
20.5.	Cameron Staff will have the ability to correct any indexing errors found.	C		
20.6.	There is an automatic electronic transfer of images to offsite indexing facility	C		
20.7.	The system shall support indexing of the following data: Grantor/Grantee Names, Document Number, Volume & Page Numbers, Recorded Date and Time, Document Type, Legal Description and Associated Documents.	C		
20.8.	Users must have the ability to pick a document from the work queue that requires indexing and/or verification.	C		
20.9.	Users must be able to perform re-key verification, with the capability to change to sight verification, of the names on documents.	C		
20.10.	System supervisors must be able to select which fields are required to be re-keyed.	C		
20.11.	A system supervisor must make modifications to fields other than party names and legal descriptions once the document has been marked Index Verified.	C		

20.12.	A system supervisor must have the ability to modify a user's security profile to allow for making corrections on documents.	C		
20.13.	The verifying screen must look the same as the indexing screen.	C		
20.14.	If a re-keyed field does not match the corresponding indexed field, the user must have the ability to select one and delete the other.	C		
20.15.	Support at a minimum the following index fields: (1) Unique instrument number / vol & page (2) Type of document (3) Number of pages (4) Date filed (5) Grantor (multiple) (6) Grantee (multiple) (7) Recording fee (8) Property description (Legal) (9) Provide support for cross-referencing multiple related index fields in other document records (i.e. transfers, assignments) (10) Parcel or map ID. (11) associated documents that are linked to document being indexed.	C		
20.16.	Support initial index completion at the time of recording with the option of index expansion later.	C		
20.17.	Display all initially indexed information at the time of index expansion (no duplication of entry).	C		
20.18.	Support multiple grantor/grantee names per document.	C		
20.19.	Provide the operator with an option for mouse, function key and command entries.	C		
20.20.	Support modification of the previously entered data with the appropriate security level for modification.	C		
20.21.	Provide error correction report for any re-keyed fields.	C		
20.22.	Support at a minimum the following index fields for assumed names records: (1) Instrument number, (2) file date, (3) fee, (4) record type, (5) business name, (6) business address, (7) owner names, (8) owner addresses.	C		
20.23.	Support computer aided indexing through the use of Optical Character Recognition (OCR) technology.	C		
20.24.	Computer Aided Indexing supports identifying the document type via OCR.	C		
20.25.	Computer Aided Indexing extracts recorded information such as grantor(s), grantee(s), legal description, related documents, return to address and other data fields irrespective of where the information resides in document.	C		
20.26.	After the Computer Aided Indexing step the software should present the document information and corresponding image to the user for verification.	C		

20.27.	The index clerk is guided through the verification process by the Computer Aided Indexing system automatically finding and highlighting the extracted information in the displayed image.	C		
20.28.	Computer Aided Indexing should allow the user to approve the data or allow the user to extract the data directly from the document or manually enter the information.	I		
20.29.	Computer Aided Indexing should have an accuracy rate of at least 50% success in identifying the document type and extracting the grantor/grantee and legal description	I		
20.30.	Index copies are provided by the Vendor. See specifications below under Technical Specification for Digital Imaging & Index Printing Services	C		

## 21. Records Search / Select Lists

Item	Requirement	Weight	Response Code	Comment
21.1.	All applications, including Recording/Indexing and Receipts must have a name/data search and comprehensive select list capability.	C		
21.2.	Search utilities and selection lists must have the same visual and interactive functionality across all applications.	C		
21.3.	The search screens (in house and public access) used to create a select list of existing Recording/Indexing records must have the capability to locate records by the following: Names, Instrument Number Range, Volume & Page Numbers, Recorded Date Range, Document Type, Legal Description, Map/Parcel ID, property address and other indexed fields.	C		
21.4.	The search screens must give access to the database records by Last Name, First Name, and all other appropriate data items for each application.	C		
21.5.	The system will allow for a “synonym” search, where all similar names will be displayed.	I		
21.6.	Where efficient, the search screens must have the ability to allow wild card entry for search items.	I		
21.7.	The search screen must clear automatically after search results are displayed.	C		
21.8.	While the system is performing a search, the screen will clearly inform the user that the system is working to find the desired records, and a percentage progress update statistic will be displayed on the screen. If a search is too broad, the user must be informed to refine the search criteria.	C		
21.9.	The search screen will give the user the ability to select the sorting order that will be used to present the selection list.	C		
21.10.	The select list will display as many records as possible on the screen.	C		
21.11.	The user will have the ability to scroll or page forward and backward through the selection list.	C		
21.12.	The user will be able to select a record from the selection list by keyboard access or by mouse control.	C		
21.13.	A detail button will be available when the user has highlighted a record from the selection list. When the detail button is pressed, further detail for that record will be displayed. When the user is finished viewing the further details screen, they can return to the selection list.	C		
21.14.	System will display multiple search results in a tabbed format.	I		

21.15.	When a select list is displayed, the user will have the capability to cancel the list and perform a new search.	C		
21.16.	Other County offices (Assessor, Treasurer, etc.) will have the ability to search from their office with same search ability as if they were in Clerk's office.	I		
21.17.	System has ability to view Geographical Information System	C		
21.18.	System has ability to interface with other offices and extract data (Appraisal District, Tax Office, and Public Works).	I		

## 22. Vital Statistics – Birth

Item	Requirement	Weight	Response Code	Comment
22.1.	The user must have the ability to produce a copy of the birth image in a format that fits a prescribed certificate form.	C		
22.2.	When a certified copy is issued for a birth record, the system must maintain a count of copies issued, requestor information and sequential number of each certificate issued for state audit. The count of certified birth certificate copies will be maintained through the index.	C		
22.3.	The user must have the ability to add comments to the birth record.	C		
22.4.	The user must have the ability to amend the index with option of keeping the original name and amending it, or expunging the original name.	C		
22.5.	The birth index detail must track activity for each user action including creation, modification, scanning, and copy creation.	C		
22.6.	The user must have the ability to flag the birth record with an indicator that the record has been locked by the State Registrar, that the person is deceased, or that the record is a delayed birth.	C		
22.7.	The user must have the ability to view the age of the record to determine public accessibility.	C		
22.8.	Access to make modifications to the verified index must be restricted to the system supervisor only.	C		
22.9.	Access to make modifications to the verified document image must be restricted to the system supervisor only.	C		
22.10.	The system will track turnaround times in Vital Statistics based on date of event and date of mailing to the State.	C		
22.11.	System includes ability to store scanned images of birth certificates.	C		

22.12.	System includes the following safety features: fraud alerts, locking features, and expungement.	C		
22.13.	System is compliant with the State of Texas' Electronic Registrar (TER) processes and requirements implemented for birth certificates.	C		
22.14.	System provides ability to produce mailing labels, if required by office	I		
22.15.	System interfaces with TER system to capture electronically recorded birth images and index information provided to the County by the State.	I		
22.16.	System provides the ability to place an indicator on the birth index when a person is deceased.	C		
22.17.	System provides the ability to track security paper issued or voided.	C		
22.18.	System assigns registrar file number when the birth certificate is indexed.	I		
22.19.	During cashiering of certified copy requests, the system captures date of transaction, type, number of copies, name on birth certificate, name of requestor, security paper number, fee, payment method and cashier name.	C		
22.20.	System provides the ability to produce the birth index.	C		
22.21.	The system assigns a unique series of registrar file numbers for delayed birth records.	C		
22.22.	Support at a minimum the following index fields for birth records: (1) Registrar file number, (2) full name of child, (3) birth date,(4) sex, (5) city of birth (6) volume, (7) page, (8) father name and (9) mother name.	C		
22.23.	System allows for capture and retention of Vital Statistic Requests (Data Management)	I		
22.24.	Self-service website will be available to automate initial function of Request for Vital Statistics with input information transferable to Cashiering.	I		
22.25.	System will pull up pre-completed form and allow for capture (through scanning system) the identification and place image on application	I		

### 23. Vital Statistics - Death

Item	Requirement	Weight	Response Code	Comment
23.1.	The user must have the ability to produce a copy of the death image in a format that fits a prescribed certificate form.	C		
23.2.	When a certified copy is issued for a death record, the system must maintain a count of copies issued, requestor information and sequential	C		

	number of each certificate issued.			
23.3.	The user must have the ability to add comments to the death record.	C		
23.4.	The death index detail must track activity for each user action including creation, modification, scanning, and copy creation.	C		
23.5.	The user must have the ability to flag the death record with an indicator that the record has been locked by the State Registrar, Fetal Death, or that the record is a delayed death.	C		
23.6.	The user must have the ability to view the age of the record to determine public accessibility.	C		
23.7.	Ability to make modifications to the verified index must be restricted to the system supervisor only.	C		
23.8.	Ability to make modifications to the verified document image must be restricted to the system supervisor only.	C		
23.9.	The system will track turnaround times in Vital Statistics based on date of event and date of mailing to the State.	C		
23.10.	System includes ability to store scanned images of death certificates.	C		
23.11.	System provides the ability to produce and track electronic rejection letters for death certificates that do not meet filing requirements.	C		
23.12.	System provides the ability to track security paper issued or voided.	C		
23.13.	System assigns registrar file number when the death certificate is indexed.	C		
23.14.	System provides the ability to create the death certificate index.	C		
23.15.	The system has the ability to scan and track burial transits and purge according to County retention schedule.	I		
23.16.	Support at a minimum the following index fields for death records: (1) Full name of deceased (last, middle, first), (2) date deceased, (3) sex, (4) race, (5) age, (6) volume, (7) page, (8) amendment volume, (9) amendment page, (10) date of birth, (11) place of death, (12) residence location, (13) cause of death and (14) registrar file number.	C		
23.17.	The system assigns a unique series of registrar file numbers for fetal death and delayed death records.	C		
23.18.	WebSite will be available to automate initial function of Request for Vital Statistics with input information transferable to Cashiering.	I		
23.19.	System will pull up pre-completed form and allow for capture (through scanning system) the identification and place image on application	I		

23.20.	System is compliant with the State of Texas' Electronic Registrar (TER) processes and requirements implemented for death certificates.	C		
23.21.	System interfaces with TER system to capture electronically recorded death images and index information provided to the County by the State.	I		

#### 24. Vital Statistics - Marriages

Item	Requirement	Weight	Response Code	Comment
24.1.	All data entered into the marriage application will be carried forward and become the index for the marriage license.	C		
24.2.	Marriage application program should include e-sign capabilities.	I		
24.3.	Application image (with electronic signatures) and indexing information shall merge in imaging system.	I		
24.4.	The user must have the ability to add comments to the marriage record for internal user only.	C		
24.5.	The user must have the ability to print the marriage license form from the screen without re-entering data.	C		
24.6.	The marriage index detail must track activity for each user action including creation, modification, scanning, and verification of image.	C		
24.7.	System should allow parent to sign using electronic capture equipment.	I		
24.8.	The user must have the ability to produce a Parental Consent form if one or both of the applicants is a minor.	C		
24.9.	The system must calculate the age of the applicant based on the date of birth entered for that applicant. Additionally, the system will produce an automatic notification if a Parental Consent form is required.	C		
24.10.	Ability to make modifications to the verified index must be restricted to the system supervisor only.	C		
24.11.	Ability to make modifications to the verified document image must be restricted to the system supervisor only.	C		
24.12.	The user must have the ability to produce a printed informal marriage license form in a format that meets the State/County requirements.	C		
24.13.	The user must have the ability to print the informal marriage license form from the screen without re-entering data.	C		
24.14.	The system needs the ability to process the following: marriage, (including minor consent forms), declaration of informal marriage, proxy	C		

	marriage. This system should be available to Cameron staff and any remote locations.			
24.15.	The system should generate two versions of the marriage application – State of Texas version and Cameron County Version.	I		
24.16.	The system should provide the ability to enter a separate “mail to” address for the marriage license. This address can be different than the bride or grooms’ addresses.	C		
24.17.	The index and scanned images of the license are available on-line to the public.	C		
24.18.	All required forms are system generated.	C		
24.19.	System has the ability to produce Absent Applicant forms for Proxy marriages.	C		
24.20.	The system produces rejection letters/emails for incomplete marriage licenses and provides the ability to track the status of outstanding rejections.	C		
24.21.	The system provides the ability to update the status of a marriage license from “issued” to “returned” add the date of marriage and county of marriage to the record without duplicate entry.	C		
24.22.	Support at a minimum the following index fields for marriage records: (1) Instrument number, (2) station, (3) record type, (4) volume, (5) page, (6) fee, (7) application date, (8) license date, (9) husband full name and (10) wife full name.	C		
24.23.	System is compliant with the State of Texas’ Electronic Registrar (TER) processes and requirements implemented for Marriage. Will allow for the capture of pre-marital course information and identifiers provided.	C		
24.24.	System interfaces with TER system to capture electronically recorded marriage image (application) and index information provided to the County by the State..	I		
24.25.	System should offer on-line or kiosk Marriage License Applications for customers to securely and remotely complete and submit the marriage license application forms over the internet.	I		
24.26.	Offers the unique remote On Line Marriage License application			

25. Public Inquiry/ Research

Item	Requirement	Weight	Response Code	Comment
25.1.	The system must include a Public Inquiry application that integrates data records and digital images based on Texas Statutes.	C		
25.2.	Public Inquiry screens must be designed for ease of use by any individual of the public and the screens must be presented with clear and concise instructions.	I		
25.3.	Public Inquiry screens must include an alphabetical index listing which Names, Dates, Instrument Numbers, Volume and Page Numbers, and any other relevant information pertaining to the area being searched.	C		
25.4.	The Public Inquiry screens must inform the user when the system is working to gather data records.	I		
25.5.	The Public Inquiry screens must inform the user when a selected set of search criteria has not produced any records.	I		
25.6.	All search fields must have inclusive range capability. Example: Date range 01/01/2004 through 05/31/2004.	C		
25.7.	Each application must have a separate Search/Index screen due to the diversity of the data records. i.e., Official Public Records, Birth, Death, Marriage.	C		
25.8.	The user must have the ability to re-sort the index listing by any of the columnar heading tabs at the top of the list. Both ascending and descending sorts will be offered.	I		
25.9.	The user will be able to select an index item and display the detail data records that are related to that item.	C		
25.10.	The user will be able to select an index item and display the digital images related to that index item.	C		
25.11.	The image viewer will contain very visual capabilities to scroll left to right and top to bottom.	I		
25.12.	The image viewer will contain the capability to zoom in and out of any part of the image.	I		
25.13.	The image viewer will contain the capability to allow the user to re-size the image displayed to the largest possible viewing size.	I		
25.14.	The image viewer will have the capability to allow the user to rotate the image left or right, a full three hundred sixty (360) degrees.	I		
25.15.	The inquiry user must have the ability to order copies of data records or digital images via on-line services or to pick up at the Public Research counter.	C		

25.16.	As the user chooses records and images to print, a running total of all copy work fees (Plain or Certified) incurred will be displayed on the screen to inform the user of the total cost.	C		
25.17.	The Public Research clerks will have the ability to print receipts for the copy work selected by the public.	C		
25.18.	The Public Research clerks will have the ability to release selected copy work for printing or to delete said copy work, if the customer cancels the order.	C		
25.19.	Customers with debit accounts, can print directly to printer and have system automatically deduct payment for copies	C		
25.20.	Display full image and full index windows on the retrieval workstation simultaneously.	I		
25.21.	Support multiple image windows.	I		
25.22.	Print cover sheet for image requests initiated from public workstations	I		
25.23.	Print search results list if requested.	C		
25.24.	Documents held in print queues will not be released for printing by the system until the Public Research clerks process the payment.	C		
25.25.	Customers at public access terminals will have the ability to select pages of documents and send them directly to a print queue. Customers do not have to print the entire document.	I		
25.26.	Internet customers have the ability to order certified copies of documents.	I		
25.27.	Internet customers have the ability to research public records and print copies.	I		
25.28.	Internet customers can print certified documents with regulatory stamps included (e-certification).	I		
25.29.	Ability to select multiple records and send to print without having to open and view each image. (both on-line and on site research areas)	I		
25.30.	Ability to sort search screens or limit searches by parameters including: <ul style="list-style-type: none"> <li>- Date range</li> <li>- Document type</li> <li>- Grantor/grantee</li> <li>- Instrument number</li> <li>- Volume and page</li> <li>- Others</li> </ul>	I		
25.31.	Ability to select specific pages to print versus whole document in one step (e.g., print pages 1,3 and 10)	I		

25.32.	Ability to provide on-line access to index and images.	I		
25.33.	Ability for customers to send print requests to print queue with identifying information.	I		
25.34.	System calculates fees due based on the number of pages printed and the number of certified copies issued.	I		
25.35.	The system tracks number of pages printed and fees for plain and certified copies on the receipt. In addition, the receipt may include references to instrument number or volume/page printed.	I		
25.36.	The internal public inquiry module is browser based.	I		
25.37.	System provides for searching and printing of plats	C		

## 26. Assumed Names

Item	Requirement	Weight	Response Code	Comment
26.1.	Ability to have workstations for customers to research assumed names.	I		
26.2.	The system will produce Assumed Names forms when the customer selects a name that is not in use from a workstation(s), or print a Withdrawal of Assumed Name, if Customer selects a name in use. The customer will have the ability to enter the data required on the form and print it out for the clerk to file.	I		
26.3.	The system will provide the ability for customers to research Assumed Names over the Internet and download or complete electronically an Assumed Name application.	I		
26.4.	Upon verification by the clerk, data entered on the Assumed Name or Withdrawal form by the customer will be preserved for the Assumed Name index so that duplicate data entry will not be required.	C		

## 27. Return Labels

Item	Requirement	Weight	Response Code	Comment
27.1.	Users must have the ability to print address labels, customer labels, etc. as necessary.	C		

27.2.	Users must have the ability to print a mailing label report. The report may contain items like instrument number, return status, date returned, return address.	I		
27.3.	Selection of label ranges to print is designed with maximum flexibility such as cashier order, instrument number order, and individual label by receipt. Individual labels may be produced by using the bar code of the original document.	I		

## 28. Data Extraction to Agencies / Customers

Item	Requirement	Weight	Response Code	Comment
28.1.	System must be able to extract index and/or images. Describe your method of delivery to meet this requirement.	C		
28.2.	System has the ability to FTP records to requesting companies containing index and images (e.g., grantor/grantee index of real property records).	C		
28.3.	FTP files can be produced from historic records as well as daily updates for newly recorded information.	C		
28.4.	System has the ability to provide external parties the index and image files in a non-proprietary format.	C		

## Code Tables

### 29. Code Tables

Item	Requirement	Weight	Response Code	Comment
29.1.	On all screens in the new system, any field with a finite, user-defined set of values will be able to receive its value from a preset code table file.	C		
29.2.	Code table values for all fields will be presented in a drop down, pick list from which the user will select the value desired.	I		
29.3.	Authorized users will be able to add code table entries as needed.	C		
29.4.	Access to code tables is restricted to authorized users.	C		
29.5.	For historical data purposes, no code table entry can be deleted.	C		

29.6.	Code table entries no longer desired will be expired (logically deleted) by the system supervisor.	C		
29.7.	Expired code table entries can be reinstated by the system supervisor.	I		
29.8.	Expired code table entries will not display on the help field pick list of values.	I		
29.9.	All screens will display the code table descriptions wherever possible.	C		
29.10.	No two code table entries, from the same table, with the same value, can be in effect at the same time.	C		
29.11.	Authorized users always have the option of updating the textual description for any code table entry.	I		
29.12.	The users will have the ability to create a full system code table report, which lists all active code table values, grouped and sorted by table type.	I		
29.13.	The system supports use of common names table used throughout the system and contains the minimum data elements: Name, Address, email, phone number, contact	C		

## Electronic Recording

### 30. Electronic Recording

Item	Requirement	Weight	Response Code	Comment
30.1.	The <i>e</i> -Recording process conforms to PRIA standards.	C		
30.2.	System must be able to process Electronic Documents. Describe your method to meet this requirement.	C		
30.3.	e-filing is completed with no expense to county	C		
30.4.	E-filing is allowed through multiple vendors (open architecture)	C		
30.5.	System provides redaction capabilities (automatic and manual)	C		

## Web Services

### 31. Internet / Web Services / e-Commerce

Item	Requirement	Weight	Response Code	Comment
31.1.	Provide services and pricing for Web site being hosted on County facilities (intranet) and provide alternative pricing for hosting of the Web site by the vendor, if available.	C		
31.2.	The system provides a flexible fee structure for general web access to records. Please described proposed fee model for access to records over the Internet.	C		
31.3.	The system provides the ability to view documents and the index via a web browser. Capabilities are similar to those stated in Public Inquiry/Research.	C		
31.4.	System has ability to overlay permanent watermark over images and search results retrieved based on user security profiles.	C		
31.5.	Security for web services is designed to prevent any unauthorized use. Explain your design and approach.	C		
31.6.	Viewing of index and images is controlled by Cameron County Clerk's office based on user security profiles.	I		
31.7.	Viewing of specific fields of the index is controlled by Cameron County Clerk's office based on user security profiles.	I		
31.8.	System should support secure network communications (SSL).	C		
31.9.	System should provide support for Web Services, SOAP, and XML.	C		
31.10.	System should be able to authenticate users based username and secure password.	C		
31.11.	System should be able to provide different degrees of data access based on user type and ID.	C		
31.12.	System should provide the ability to add selected documents from a variety of search result lists to a "shopping cart" which can then be printed or inquired upon.	I		
31.13.	System should provide web-based vital statistic ordering	I		
31.14.	County has capability to acknowledge or reject Vital Statistic Requests received electronically.	I		

# Technical Requirements

## System Requirements

### 33. System Response Times

Item	Requirement	Weight	Response Code	Comment
33.1.	Any application program, started on a workstation, will take no more than ten (10) seconds to start and be usable.	I		
33.2.	Digital images from the servers' hard disks will be retrieved and displayed in three (3) seconds or less.	C		
33.3.	Index search results will be retrieved and displayed in three (3) seconds or less with any search criteria, including name, file date range, document type, instrument number range, volume/page or a combination of any.	C		

### 34. Document Imaging & Index Printing Services

Item	Requirement	Weight	Response Code	Comment
34.1.	The imaging software must be a widely used, industry-accepted package from an experienced manufacturer.	C		
34.2.	Imaging software proposed by the vendor must be a software package that is integrated with customized applications and fully supported by the vendor. The imaging software must be a package that the vendor has successfully installed and utilized in other imaging application systems.	C		
34.3.	The imaging software must be PC-based and support stand-alone and network versions.	I		
34.4.	The imaging software must support digital scanners from multiple manufacturers, and must be able to utilize all features of a particular digital scanner.	I		
34.5.	The imaging software must control use of the scanner through the software screens, and must display to the user all messages communicated by the scanner, including error conditions.	I		
34.6.	The image file objects must be compressed and decompressed through software.	I		

34.7.	The imaging software must provide desktop utilities that can enhance and process images, including zoom capabilities, reverse video, and clockwise and counter- clockwise rotation.	I		
34.8.	The imaging software must support a variety of storage methods.	I		
34.9.	The imaging software interface must support the ability to create and/or add objects through a scanner and file importation facility.	C		
34.10.	The imaging software must support the ability to print and fax any object on existing Windows print or fax devices.	I		
34.11.	The imaging software must support bi-tonal, gray scale, and color scanners.	I		
34.12.	The system must allow for the entry of backfilled indexing for all modules and provide both manual or batch mode.	C		
34.13.	Indices shall be duplex printed on 20# white paper, sheet size approximately 14" x 8 1/2".	C		
34.14.	At the end of the month, upon notification from the County that all index entries have been completed and verified the Vendor will provide a year-to-date electronic index listing in strict alphabetical order.	C		
34.15.	At the end of each year, the Vendor shall create a multi-year printout until a five-year period is accumulated.	C		
34.16.	The entries shall be sorted, in the following order: surname, given name, year, month and day	C		
34.17.	Each surname shall appear once and only once at the head of each list of given names on each page of the listing.	C		

## Operating Systems Software Requirements

### 35. Server

Item	Requirement	Weight	Response Code	Comment
35.1.	The preferred operating system is Windows 2012 Server/ in a high availability environment with redundant servers and clustering for database servers.	C		
35.2.	Web-enabled applications can be accessed using Internet Explorer, Chrome, Safari, and Mozilla	I		
35.3.	The system must provide backup and recovery software.	C		
35.4.	The system must be able to support incremental and full	C		

35.5.	The vendor must provide clearly defined procedures for management, location and maintenance of servers	I		
35.6.	If necessary, the vendor must provide personnel to perform the file server updates for vendor applications.	I		
35.7.	The vendor must provide help desk support for file server updates.	I		

### 36. Workstations

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
36.1.	All workstations must have anti-virus software and spy-ware.	C		
36.2.	All software must be configured to use the maximum video display with 23" or larger LED monitors.	I		
36.3.	All driver software must be constant across all workstations.	C		
36.4.	Any separate components in the new system must have a unique icon on the workstation desktop.	I		
36.5.	All workstations must have the same software configuration.	C		
36.6.	PC's must have the Windows 10 operating system.	I		
36.7.	Manuals must be provided for all application software tools included with each PC in hard or soft copy.	I		

## Hardware Requirements

The County requests vendors to recommend all hardware necessary to run the system efficiently and effectively.

### 37. Network Components

Item	Requirement	Weight	Response Code	Comment
37.1.	The network and all of its components, including routers, hubs, and PC cards, must run at 1000 Base-T, and must use TCP/IP communication protocol.	C		
37.2.	Cables in the network must be of Category 6 specification, and have the capability to run at 1000 mbps.	C		
37.3.	In order to optimize network bandwidth/speed the vendor should include recommendations for routing and switching on the network.	I		
37.4.	All PC workstations, servers, and system peripherals must be fully compliant with the County's network specifications.	C		

### 38. Server

Item	Requirement	Weight	Response Code	Comment
38.1.	Servers must contain the maximum memory addressable by the operating system and disk space to properly execute system processes, store all converted index and images plus ten years of data and provide acceptable response time.	C		
38.2.	Servers must be rack mountable	I		
38.3.	Server includes unattended automated tape backup system	I		
38.4.	Servers must have ability to connect to SAN or NAS.	I		
38.5.	The system must also provide protection against memory and data loss due to power surges and/or outages.	I		

39. Workstations (If separate hardware should be recommended)

Item	Requirement	Weight	Response Code	Comment
39.1.	The vendor must provide latest generation	I		
39.2.	PC's must have at least 8 GB of RAM.	C		
39.3.	PC's must have appropriate hard disk space to execute all applications.	C		
39.4.	If required or recommended All PC's assigned to County staff would require DVD CD-RW drives.	I		
39.5.	PC's must have a 101-key enhanced keyboard.	I		
39.6.	PC's must have a Microsoft Windows compatible optical mouse.	I		
39.7.	All Workstation monitors should be at least 23-inch LED.	C		

40. Scanners – High Volume

Item	Requirement	Weight	Response Code	Comment
40.1.	Scanning speed for the recommended resolution must be appropriate for 15,000 pages per 8 hour shift.	C		
40.2.	Digital Scanners must have automatic paper size detection.	C		
40.3.	Digital Scanners must use compression techniques that create industry standard image files.	C		
40.4.	Digital Scanners must support duplex scanning.	C		
40.5.	Digital Scanners must support automatic document feeder (ADF) scanning with a capacity of no less than 250 sheets.	C		
40.6.	Must support 200- 400 DPI images.	C		
40.7.	Must support mixed paper sizes (letter and legal sized) in a single batch.	C		
40.8.	Must support paper sizes up to 8.5 X 14	C		

41. Scanners – Mid-Range Volume

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
41.1.	Scanning speed for the recommended resolution must be appropriate for instant return of documents received via walk-in customers.	C		
41.2.	Digital Scanners must have automatic paper size detection.	C		
41.3.	Digital Scanners must use compression techniques that create industry standard image files.	C		
41.4.	Digital Scanners must support duplex scanning.	C		
41.5.	Digital Scanners must support automatic document feeder (ADF) scanning.	C		
41.6.	Digital Scanners must have a flatbed scanning capability for documents that do not conform to a standard page size, or for odd size documents.	C		
41.7.	Must support 200- 400 DPI images.	C		
41.8.	Must support paper sizes up to 11 X 17	C		

44. Laser Printers

<b>Item</b>	<b>Requirement</b>	<b>Weight</b>	<b>Response Code</b>	<b>Comment</b>
44.1.	Printers must be capable of printing on letter size and legal size paper.	C		
44.2.	Printers must be able to print twenty-four (24) or more pages per minute.	C		
44.3.	Printers must be equipped with network interface cards, so they can print directly from the network (as opposed to printing from dedicated workstations).	I		

45. Cash Drawers and Receipt Printers

Item	Requirement	Weight	Response Code	Comment
45.1.	Cash drawers will be interfaced directly to the cashiers' workstations or to the network	C		
45.2.	Validation printers will be interfaced directly to the cashiers' workstations or to the network	C		
45.3.	A single, integrated printing device will be used to print receipts, and endorse checks.	C		
45.4.	The receipt/validation printer must be high speed and have impact capability to endorse checks	I		
45.5.	Receipt printer and locking cash drawer are integrated with cash drawer workstations.	C		
45.6.	Back-up devices are available in less than 2 hours, if required by County.	C		

46. Document Validation

Item	Requirement	Weight	Response Code	Comment
46.1.	Validation will be interfaced directly to the cashiers' workstations or to the network	C		
46.2.	The system will be used to stamp electronically the documents with recording information as required by County Clerk.	C		

47. Microfilm Creation and Storage

Item	Requirement	Weight	Response Code	Comment
47.1.	Vendor can provide optional turnkey outsourcing services for the creation, development and storage of microfilm.	I		
47.2.	Vendor can provide optional outsourcing services for microfilm storage. The storage of microfilm complies with the State Library statutes. (Include pricing in Options Cost Table below). List if kept in ANSI certified vault with FM 200/400 Fire Suppression.	I		

## System Security

### 48. System Security

Item	Requirement	Weight	Response Code	Comment
48.1.	Each user will have a unique logon name and unique password.	C		
48.2.	Each user may maintain their logon password.	I		
48.3.	Only alphabetic and numeric characters are acceptable for passwords.	I		
48.4.	Each user will have a security profile, which controls access throughout the entire Recording system, including all applications.	C		
48.5.	Application access will be configurable in the user security profiles.	I		
48.6.	Menu selection access will be configurable in the user security profiles.	I		
48.7.	Add, Modify, and Delete capabilities will be configurable for each screen that uses database records.	C		
48.8.	The addition, modification, and deletion of application data records will be configurable in the user security profiles.	C		
48.9.	The system security must allow for an Inquiry user profile to be created. This user would only have the capability to view records.	C		
48.10.	The system supervisor will have the ability to restrict access to certain system printers for each user profile.	I		
48.11.	The Security application must provide a set of screens that allow the supervisors to add, modify, and delete user security profiles.	C		
48.12.	The user security profile for the system supervisor can never be deleted, and is automatically created when no user security profiles exist.	C		
48.13.	A default user security profile template must exist and will be available for use when each new user profile is added to the system.	I		
48.14.	The Security application must give the supervisor the ability to clone a user security profile when the need to add the same or similar profile arises.	I		
48.15.	The security screen, which gives a user the security clearance for each application, must have the names of each application stated clearly.	I		

48.16.	The security screen, which gives a user add, modify, or delete capabilities for each application's data records, must have the names of each application stated clearly.	I		
48.17.	The security screen, which gives a user access to certain system printers, must state the name of the printer clearly, along with a description detailing the location and function of the printer.	I		
48.18.	The Security application must provide a report, which lists all user security profiles in the system.	I		
48.19.	The Security application must provide the ability to deactivate users so they do not have access to the system.	C		
48.20.	The Security application must provide a report which lists all printers and which users have access to each printer.	I		
48.21.	The system database must be password protected with a password that allows read-only capability, and a password, known only by the vendor and the Clerk's System Administrator, that gives read/write access to all database files.	C		
48.22.	All users of the new system must have a log on password which establishes a particular user's Security Profile.	C		
48.23.	Maintenance software must be restricted to certain personnel only.	I		
48.24.	Operating systems used on file servers must contain a full set of system security. Third party security packages will be considered, if the vendor is familiar with a particular package.	I		
48.25.	Only Clerk's Information Systems Operations and System Administration personnel will be given access to any operating system commands.	C		
48.26.	Any servers used must have all software folders restricted to System Administration personnel only. Users must be given a folder/sub-folder area for storage of user-created files.	C		
48.27.	All workstations must be password protected at power up and at the screen saver.	I		
48.28.	The system will maintain a log indicating the user id associated with any changes to the tables.	C		
48.29.	Ability to secure critical data elements such as social security numbers or credit card numbers at field level.	C		

## Implementation Services

### 49. Implementation Services

Item	Requirement	Weight	Response Code	Comment
49.1.	Schedule and coordinate installation of the mandatory application software.	C		
49.2.	Schedule and coordinate data conversion for integrated application software modules and mapping of existing data to new system.	C		
49.3.	Schedule and coordinate classes needed for staff training.	C		
49.4.	Coordinate site preparation with County Staff.	C		
49.5.	Schedule and coordinate installation of proposed hardware	C		
49.6.	Schedule and coordinate installation of operating system software.	C		
49.7.	Schedule and coordinate installation of ad hoc query language software.	C		
49.8.	Schedule and coordinate installation of interfaces to both outside agencies and other County applications.	C		
49.9.	Schedule and coordinate installation of the relational database.	C		
49.10.	This project will receive the full attention and support of the vendor. As a result, the vendor will place key people onsite during the development, installation and training effort.	C		
49.11.	The product must include complete training material (manual or automated) to provide for initial and ongoing training requirements.	C		
49.12.	Provide training to external users of the system, particularly customers with accounts with the County including Title Companies, Appraisal District, research companies, etc.	C		
49.13.	The vendor has the financial and human resources to support a project of this size within the specified time frame.	C		
49.14.	The vendor approach and recommended installation time frame must meet the required County deadlines.	C		
49.15.	Based on Cameron County volume, vendor will make staffing recommendations in order to maintain acceptable service levels.	C		
49.16.	Vendor will submit a change management plan with RFP	C		

## Maintenance and Support

### 50. Maintenance and Support

Item	Requirement	Weight	Response Code	Comment
50.1.	The product is supported through a 24-hour a day 7 days per week product support line staffed by business and technical professionals.	C		
50.2.	The vendor has a record of responsiveness to the needs of its installed customer base. Specifically, the vendor will respond to all problem requests received from the County. An initial response will be received within 2 hours, critical problems will be addressed and resolved within 24 hours, with all other production problems addressed and resolved within 48 hours. If the need arises, the vendor will have individuals on-site.	C		
50.3.	The vendor offers an extensive, flexible, and competitively priced maintenance agreement.	I		
50.4.	The County will receive priority service for product modifications and releases.	I		
50.5.	There is a provision for technical documentation including a complete data element dictionary.	I		
50.6.	The system gives appropriate procedures for correcting the errors through online prompts.	I		
50.7.	There is a provision for non-technical, complete, and easy-to-read user documentation, including reports, online functions, screen illustrations, data entry requirements and diagrams of table links.	I		
50.8.	The system provides online help features at all screen and field levels.	I		
50.9.	The system provides user-defined help message text.	I		
50.10.	The system provides instructional screen prompts that assist the user in data entry, without the need to enter the help system.	I		
50.11.	The system provides an online help facility that is context sensitive.	I		
50.12.	The product source code, data analysis, and any other information are provided thereby giving the County complete documentation. Please describe how you propose to place the system source code in escrow and any associated fees for this.	C		
50.13.	Software Source Code will be kept current with each new release of the product	C		
50.14.	There shall not be a charge for enhancements to the system that are a result of state-mandated changes	C		

## Data Conversion and Upgrades

### 51. Data Conversion and Upgrades

Item	Requirement	Weight	Response Code	Comment
51.1.	Index and images currently available on the system will need to be converted.	C		
51.2.	The vendor should interface with Conduent Government Records Services Inc. for the Real Property file layout.	C		
51.3.	The system provides for version change control to maintain update modification information for support purposes.	C		
51.4.	<p>The following lists of Vitals Statistics, Assumed Names, and other Miscellaneous files that are maintained on the County's Server. These index records will need to be converted.</p> <ul style="list-style-type: none"> <li>• Birth</li> <li>• Death</li> <li>• Fetal Death</li> <li>• Marriage</li> <li>• Military Discharges</li> </ul>	C		
51.5.	<p>Upon conversion of real property records, the vendor will produce exception reports listing the following:</p> <ul style="list-style-type: none"> <li>- Missing instrument numbers</li> <li>- Instruments with no grantors</li> <li>- Instruments with no grantees</li> <li>- Instruments with no legal description</li> <li>- Invalid dates</li> <li>- Instruments with no images (1968-present)</li> <li>- File date and volume number miss-match</li> <li>- Others as determined</li> </ul>	C		
51.6.	<p>Upon conversion of Marriage records, the vendor will produce exception reports listing the following:</p> <ul style="list-style-type: none"> <li>- Missing instrument numbers</li> <li>- Marriage records with no bride/groom names</li> <li>- Invalid dates</li> <li>- Missing marriage application dates</li> <li>- Missing marriage license dates, as applicable</li> <li>- Missing record type</li> <li>- Missing volume or page</li> </ul>	C		

	- Others as determined			
51.7.	<p>Upon conversion of Birth records, the vendor will produce exception reports listing the following:</p> <ul style="list-style-type: none"> <li>- Missing registrar file numbers</li> <li>- Birth records with no child name</li> <li>- Birth records with no mother name</li> <li>- Invalid dates</li> <li>- Missing sex</li> <li>- Missing birth place</li> <li>- Missing volume or page</li> <li>- Others as determined</li> </ul>	C		

51.8.	<p>Upon conversion of Death records, the vendor will produce exception reports listing the following:</p> <ul style="list-style-type: none"> <li>- Missing registrar file numbers</li> <li>- Death records with no deceased name</li> <li>- Invalid dates</li> <li>- Missing sex, race, and/or age</li> <li>- Missing place of death</li> <li>- Missing residence location</li> <li>- Missing cause of death</li> <li>- Missing volume or page</li> <li>- Others as determined</li> </ul>	C		
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52 Other Requirements:

Item	Requirement	Weight	Response Code	Comment
53.1	Please describe how your system supports Web Site for customer access.	I		
53.2	Please describe how your system can work with an Integrated Voice Response system such as the Cisco VOIP telephone system.	I		
53.3	Please describe how your system will support credit card transactions and e-checks.	I		

53 Data Storage and Replication:

Item	Requirement	Weight	Response Code	Comment
54.1	Storage of index and image data will be maintained off-site	C		
54.2	Vendor has the ability to provide for a replicated Disaster Recovery site for all data and images.	C		
54.3	Index and image data can be replicated within minutes to a secure server for Disaster Recovery or Internet Access.	C		
54.4	Index and image data will be housed on a server that will contain a redundant system including clustering, tape backup, and dual battery backup.	I		

54.5	Index and Image Data MUST BE ESRI COMPLIANT can be exported to the county GIS system.	C		
54.6	Index Data and Image Data can be copied to CDS and/or DVDs for future retrieval.	C		
54.7	System must provide the ability to specify a range of instruments representing an image book, download the images, according to a set schedule, to CD / DVD / FTP.	C		
54.8	Provide updates to allow Index and Image Data to be stored on new technology storage devices.	C		
54.9	Vendor can provide a true Disaster Recovery solution that includes off-site storage of data and images on a server that is updated daily and which can be accessed via the internet after a disaster.	C		

## **Attachments 1 -11**

In an effort to simplify the evaluation process please use the following Attachments.

- Attachment 1. Help Desk**
- Attachment 2. Software Maintenance and Upgrades**
- Attachment 3. Hardware Maintenance and Upgrades**
- Attachment 4. Hardware Cost Table**
- Attachment 5. Software Cost Table**
- Attachment 6. Implementation Services Cost Table**
- Attachment 7. Outsourced Services Cost Table – If applicable**
- Attachment 8. Options Cost Table**
- Attachment 9. Total Optional Services Cost Table**
- Attachment 10. Total Cost Summary**
- Attachment 11. Real Property File Layout**

**Attachment 1: Help Desk**

What are the hours of operation for the Help Desk? \_\_\_\_\_

What are the qualifications of persons staffing the Help Desk? \_\_\_\_\_

Is toll-free telephone support provided for this product? \_\_\_\_\_

Is telephone support full support or limited? Describe. \_\_\_\_\_

What is the number of personnel that are solely dedicated to Help Desk support? \_\_\_\_\_

What are their skill levels, qualifications, and limitations on ability to assist? \_\_\_\_\_

Are the database and development tools support provided by the application vendor? If not, then by whom?

Is an on-line system in place to track new and working calls incoming from customers, as well as keep a history log on all support calls and results thereof? \_\_\_\_\_

What is the average response time for support calls to the help desk? \_\_\_\_\_

Can data be provided to show the percentage of support calls that have response time, from a help desk consultant to the customer, in less than one (1) hour? \_\_\_\_\_

Do you have critical priority for system down and/or system unavailable calls from the customer? How does this vary from standard calls? \_\_\_\_\_

Is a procedure in place to accept and respond to help desk requests via e-mail? \_\_\_\_\_

Is a mechanism in place to determine varying degrees of urgency for callback to the customer? \_\_\_\_\_

Is a mechanism in place to track the total number of calls received by product for Cameron County users? \_\_\_\_\_

Can on-line reports of a customer's call history be retrieved? \_\_\_\_\_

Will an Account Manager be assigned to this project? \_\_\_\_\_

Are high-level personnel available via pager or other form of communication 24x7? \_\_\_\_\_

Please describe the proposed escalation process for problem resolution. \_\_\_\_\_

**Attachment 2 : Software Maintenance & Upgrades**

What is the software warranty, in months? \_\_\_\_\_

What services are provided with the software warranty?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

When does the software warranty begin? \_\_\_\_\_ Installation \_\_\_\_\_ Acceptance

What is the hourly charge for on-call after business hours service? \_\_\_\_\_

Can routine warranty/maintenance work be scheduled at specific times to accommodate the necessary use of the system during standard County Clerk operating hours? \_\_\_\_\_

What are your standard hours of software support? \_\_\_\_\_

What options (if any) are included with the software support provided?

- (1) '800' number for assistance? \_\_\_\_\_
- (2) Dedicated support by support staff? \_\_\_\_\_
- (3) Remote diagnostics? \_\_\_\_\_
- (4) Remote software updates? \_\_\_\_\_

Are updates and enhancements included with the software support programs? \_\_\_\_\_

Describe the County Clerk's obligation following a new release of the application and/or system software:

### Attachment 3 : Hardware Maintenance & Upgrades

What is the hardware warranty, in months? \_\_\_\_\_

What services are provided with the hardware warranty? \_\_\_\_\_

\_\_\_\_\_

What company will provide the hardware warranty? \_\_\_\_\_

When does the hardware warranty begin? \_\_\_\_\_ Installation \_\_\_\_\_ Acceptance

Where is the closest service center for hardware warranty and maintenance support?

\_\_\_\_\_

Is this location also a parts depot? \_\_\_\_\_

If not, where is the closest parts depot? \_\_\_\_\_

What are your standard hours of maintenance coverage? \_\_\_\_\_

What is the hourly charge for after business hours service? \_\_\_\_\_

What options (if any) are included with the hardware support provided?

(1) '800' number for assistance? \_\_\_\_\_

(2) Dedicated support by support staff? \_\_\_\_\_

(3) Remote diagnostics? \_\_\_\_\_

Can routine warranty/maintenance work be scheduled at specific times to accommodate the necessary use of the system during standard Clerk operating hours? \_\_\_\_\_

Average response time for hardware maintenance: \_\_\_\_\_ hrs

Guaranteed response time for hardware maintenance: \_\_\_\_\_ hrs













**Attachment 10 : Total Cost Summary**

<b>Item Description</b>	<b>First Year Cost</b>	<b>Five Year Cost</b>
<b>Total Hardware Cost</b>		
<b>Total Software Cost</b>		
<b>Total Implementation Services Cost</b>		
<b>Total Outsourced Services Cost (if applicable)</b>		
<b>Total Options Cost</b>		
<b>Total Options Services Cost</b>		
<b>Additional Costs:</b>		
1)		
2)		
3)		
4)		
5)		
<b>Grand Total</b>		

## Attachment 11: Real Property File Layout

The data to be converted for Cameron County Real Property index is expected to be in a standard fixed length format. The media will be determined later.

The file layout is:

Field	Length
Direct Party Name	
Indirect Party Name	
Recorded Date	
Instrument Date	
Document Number	
Sequence	
Book	
Volume	
Page	
Type Code	
Town	
Roll	
Frame	
Remarks	
Volume or Abstract	
Page or Survey	
Block	
Lot	
City Block	
Addition	
Total Length	

RFP Title \_\_\_\_\_

Proposer's Name \_\_\_\_\_

Attachment A

### REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

#### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

#### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

#### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by \_\_\_\_\_ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer :

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

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer ” refers to a person who is not a resident.

“Resident Proposer ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)  
Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)  
Proposer as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

- 01. Has any individual with the firm submitting this Proposal Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

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

- 02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest Proposer or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

\_\_\_\_\_

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**Certification Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated of cause or default.

Company name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.****2.  Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3.  Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4.** 

Signature of vendor doing business with the governmental entity

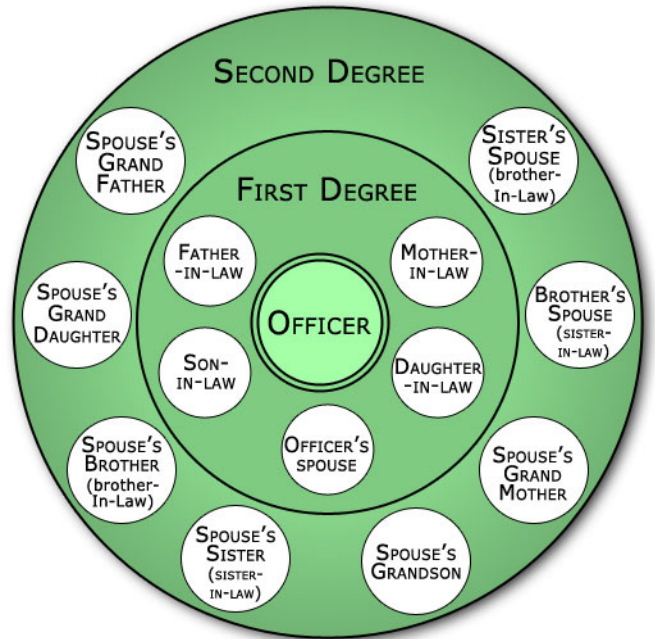
Date

## NEPOTISM CHART

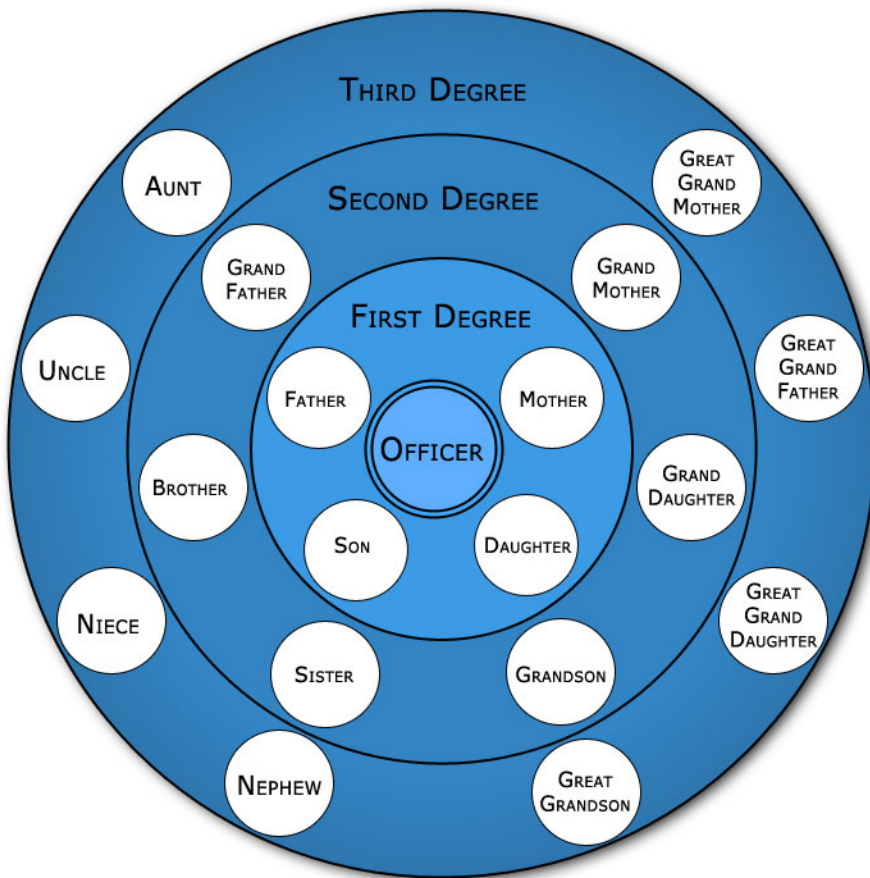
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FIRM is: 1. Corporation ( )      2. Partnership ( )      3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

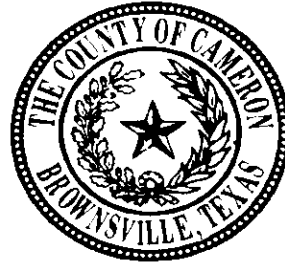
Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_



**HOUSE BILL 89 VERIFICATION**

I, \_\_\_\_\_,  
*[Person Name]*

the undersigned representative of \_\_\_\_\_  
*[Company or Business Name]*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

## GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

**ADDENDA:** If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
  - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
  - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

**INSURANCE:** The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

**SCANNED RE-TYPED RESPONSE:** If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to

OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

#### APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Proposer must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.