



**Lubbock County, Texas**  
**Office of the Director of Purchasing**  
916 Main, Suite 503  
P.O. Box 10536  
Lubbock, Texas 79408  
Phone (806) 775-1014  
Fax (806) 775-7981

## Request for Proposal

<b>RFP No:</b> 170701	<b>Project:</b> Queuing System for Tax Assessor-Collector		
<b>Issue Date:</b> July 3, 2017	<b>Procurement Officer:</b> Mande Reeves, Interim Director of Purchasing		
<b>RFP Due Date:</b> July 25, 2017	<b>RFP Due Time:</b> 2:00 P.M. (CST)	<b>RFP Opening Date:</b> July 25, 2017	<b>RFP Opening Time:</b> 2:00 P.M. (CST)
<b>Pre-Proposal Meeting:</b>	Non-Mandatory Tour of the three Tax Assessor-Collector locations Tuesday, July 11, 2017 at 10:00 a.m. See details on page 3		

### Description of Request for Proposal

**This document constitutes a Request for Proposal (RFP) from responsible bidders to provide a queuing system for the Lubbock County Tax Assessor-Collector.**

Proposers, their employees or representatives, are prohibited from contacting any official or employee of Lubbock County, except the Director of Purchasing, in regard to this RFP from the issuing date of the RFP until scheduled oral presentations or the date the Lubbock County Commissioners Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.

In compliance with this solicitation, the undersigned bidder having examined the RFP and specifications, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, labor and everything necessary for providing the items listed on the attached Proposal form and agrees to deliver said items at the locations and for the prices set forth on the Proposal form. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in Proposal rejection.

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

**By (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**Physical Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Lubbock County**  
**Standard Proposal Terms and Conditions**

Proposals allow the County to negotiate with each proposer after receipt of offer, therefore, offers must be good for a period of not less than 120 days. It is the policy of Lubbock County to purchase property and/or services on the basis of best offer, not lowest price alone. Price, quality, service, past performance of vendor/merchandise, long term cost to the County to acquire goods or service, probability of continuous availability and any other relevant factor that a private business entity would consider in selecting a vendor being the controlling factors. It is understood that Lubbock County reserves the right to arrive at such determination by whatever means deemed appropriate, and shall be the sole judge in the matter.

No offer can be withdrawn after opening time without approval by the Lubbock County Director of Purchasing.

All Proposers must familiarize themselves with the following Instructions to Proposers, General Conditions and attached Specifications.

**I. Instructions to Proposers**

**1. Proposal Delivery, Time & Date**

- 1.1 Lubbock County (County) is seeking written and sealed competitive Proposals to provide a queuing system for the Lubbock County Tax Assessor-Collector. Sealed Proposals will be received no later than 2:00 PM, Tuesday, July 25, 2017, at the office listed below. Any Proposal received after the date and hour specified will be rejected and returned unopened to the Proposer. Each Proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left hand corner: "RFP #170701, Queuing System" and the Proposal opening date and time. Proposers must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Physical Address: Interim Director of Purchasing  
916 Main Street, Suite 503  
Lubbock, Texas 79401

Mailing Address: Interim Director of Purchasing  
PO Box 10536  
Lubbock, Texas 79408

- 1.2 Proposers are responsible for making certain Proposals are delivered to the Purchasing Department. Mailing of a Proposal does not ensure that the Proposal will be delivered on time or delivered at all. If a Proposer does not hand deliver the Proposal, we suggest that he/she use some sort of delivery service that provides a delivery receipt.
- 1.3 Proposals will be accepted in person, by United States Postal Service, United Parcel Service or any private courier service. No Proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission or

facsimile transmission.

- 1.4 Proposals may be withdrawn prior to the above scheduled time set for opening of the Proposals. Proposals cannot be withdrawn after Proposal opening. Alteration made before Proposal opening must be initialed by Proposer guaranteeing authenticity.
- 1.5 Lubbock County reserves the right to postpone the date and time for the opening of Proposals through an addendum.

**2. Pre-Proposal Meeting** (non-mandatory, but highly recommended), to include a tour of the three Tax Assessor-Collector locations- July 11, 2017 at 10:00 a.m. Attendees will meet at the main Tax Assessor-Collector location at 916 Main Street, Suite 102, Lubbock, TX; following a meeting and tour we will proceed first to the Slaton Office at 1700 West Division Street, Slaton, TX (inside the Smith South Plains auto dealership); then to City Bank location at 5219 City Bank Parkway, Suite 105, Lubbock, TX.

**3. Clarification of Requirements**

3.1 It is the intent and purpose of Lubbock County that this RFP permits competitive Proposals. It shall be the Proposer's responsibility to advise the Buyer if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing (preferably by email) and must be received by the Lubbock County Purchasing Department no later than five (5) business days prior to the Proposal closing date. A review of such notifications will be made.

3.2 All requests for additional information or clarification concerning this RFP must be submitted in writing by one of the methods below, no later than five (5) business days prior to the proposal opening date and be addressed to:

Director of Purchasing

at

916 Main, Suite 503

Lubbock, TX 79401

or

P.O. Box 10536

Lubbock, Texas 79408

or

Fax: (806)775-7981

or

E-mail: mnreeves@co.lubbock.tx.us

**4. Addenda and Modifications**

4.1 Any changes, additions or clarifications to the RFP will be made by Proposal addenda.

4.2 Any Proposer in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Director of

Purchasing. At the request of the Proposer, or in the event the Purchasing Director deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be sent to all Proposers receiving the original RFP and will become part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than five (5) business days prior to the Proposal opening date.

- 4.3 All addenda, amendments and interpretations of this solicitation shall be in writing. Lubbock County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses. All contact that a Proposer may have had before or after receipt of this RFP with any individuals, employees or representatives of the County, and any information that may have been read in any news media or seen or heard in any communication facility regarding this Proposal should be disregarded in preparing Proposal responses.
- 4.4 The County does not assume responsibility for receipt of any addendum sent to Proposers.
- 4.5 A copy of all addenda issued must be signed and returned with your Proposal.

## 5. Examination of Documents and Requirements

- 5.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a Proposal.
- 5.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer obligation to comply, in every detail, with all provisions and requirements of the RFP.

## 6. Proposal Submittal

- 6.1 All Proposals must include this RFP and any subsequent addenda. **One (1) original, five (5) copies of your Proposal must be submitted in the specified form and the Proposer must sign and date their Proposal in the space provided.** The original must be clearly marked "ORIGINAL" on the front cover. Any "Confidential/Proprietary" information must be clearly marked "Confidential Material".
- 6.2 Lubbock County is exempt from Federal Excise, State Sales and Transportation taxes. **TAX MUST NOT BE INCLUDED IN Proposal PRICES.** Tax exemption certificates will be executed by the Director of Purchasing upon request.
- 6.3 Any information regarding warranties and/or maintenance agreements pertaining

to said Proposal item(s) are to be included in the Proposal response.

- 6.4 Proposals will not be considered unless Proposed F.O.B. delivered and include all delivery and packaging costs. The number of calendar days required to place the materials in the County's designated receiving point under normal conditions must be shown on the Proposal form. Do not quote shipping dates. Failure to indicate delivery days on the Proposal form will obligate Proposer to complete delivery in two weeks. A minimum of five days better delivery will automatically break a tie Proposal. Unrealistically short or undue long delivery promises may cause the Proposal to be disregarded. Consistent failure of a Proposer to meet delivery promises without a valid reason may cause removal from the Proposal list.
- 6.5 Proposal prices must be firm for a minimum period of one hundred-twenty (120) days. Proposals subject to price increases during this time period will not be considered.
- 6.6 Normal payment terms are approximately thirty (30) calendar days given that goods and/or services received are satisfactory. Payments will be made after approval at a regularly scheduled meeting of the Lubbock County Commissioners Court. The Lubbock County Commissioners Court generally meets the second and fourth Mondays of each month.
- 6.7 All Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and other documentation submitted by Proposers shall become the property of Lubbock County when received.

## **7. Proposal Preparation Costs**

- 7.1 Issuance of this RFP does not commit Lubbock County, in any way, to pay any costs incurred in the preparation and submission of a Proposal.
- 7.2 The issuance of this RFP does not obligate Lubbock County to enter into a contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.

## **8. Trade Secrets, Confidential Information and the Texas Public Information Act**

- 8.1 Lubbock County, Texas is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Proposals submitted to Lubbock County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal response, or parts of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted, and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.

- 8.2 Lubbock County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
- 8.3 Marking your entire Proposal CONFIDENTIAL / PROPRIETARY is not in conformance with the Texas Open Records Act.

## **9. Licenses, Permits, Taxes**

- 9.1 The price or prices for the work shall include full compensation for all taxes, permits, etc. that the Proposer is or may be required to pay.

## **10. Disadvantaged Business Enterprise (DBE) Requirements**

- 10.1 Lubbock County hereby notifies all Proposers that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit Proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

## **11. Conflict of Interest**

- 11.1 The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Lubbock County.
- 11.2 By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
- 11.3 Proposers, their employees or representatives, are prohibited from contacting any official or employee of Lubbock County, except the Director of Purchasing, in regard to this RFP from the issuing date of the RFP until the date the Lubbock County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.

## **12. Authorization to Bind Submitter of Proposal**

- 12.1 Proposals must show vendor name and address of Proposer. Proposals must be manually signed by an officer of the company authorized to bind the submitter to its provisions. The person signing the Proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign the Proposal will disqualify it.
- 12.2 The Proposal submitted by the Proposer shall become an integral part of the contract between the County and the Proposer and the representatives, covenants,

and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

### **13. Proposal Award**

- 13.1 Lubbock County reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and to waive immaterial formalities and to accept the offer most advantageous to Lubbock County in its sole discretion.
- 13.2 All Proposals are evaluated for compliance with specifications before the Proposal price is considered. Response to specifications is primary in determining the best low Proposal. Failure to comply with the listed General Conditions may result in disqualification of the Proposal.
- 13.3 In case of tie Proposals, preference will be given to local Proposers. Should there be a tie among local Proposers, the tie will be broken by drawing of lots by the County Judge at a regularly scheduled open meeting of the Lubbock County Commissioners Court.
- 13.4 Consistent and continued tie Proposals on any commodity could be cause for rejection of Proposals and investigation by the Attorney General to determine possible Anti-Trust violations.
- 13.5 Before the County may award a Proposal to a nonresident Proposer, the nonresident Proposer's Proposal must be lower than the lowest Proposal submitted by a responsible Texas Proposer by the same margin or amount that a Texas Proposer would be required to under bid the nonresident Proposer in the nonresident Proposer's home state.
- 13.6 Any contract made, or purchase order issued, as a result of this RFP shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State and local laws, regulations and executive orders to the extent that the same may be applicable.
- 13.7 No individual of any using department has the authority to legally and/or financially commit Lubbock County to any contract, agreement or purchase order for goods or services, unless specifically sanctioned by the requirements of this request for proposal.

### **14. Equal Employment Opportunity**

- 14.1 Proposer agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

### **15. Specifications**

- 15.1 Any catalog, brand name or manufacturer's reference in the specifications is descriptive and NOT restrictive, and is used to indicate type and quality level desired. Proposals on brands of like nature and quality may be considered unless specifically excluded.
- 15.2 If Proposing on other than the reference or specifications, Proposal must show manufacturer, brand, trade name, catalog and/or lot number, etc. on article offered and certify article offered is equivalent to specifications. If other than the specified brand of items are offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with the Proposal.
- 15.3 Minor deviations from written specifications shall not necessarily disqualify a vendor's Proposal. The Lubbock County specification committee will be the sole determiner of what constitutes a minor deviation.
- 15.4 When specifications call for samples to be submitted, the Proposer, at Proposer's expense, shall deliver samples five days prior to the opening of Proposals. Each sample shall be clearly tagged to show Proposer's name and address and item number.

## **16. General Terms and Conditions**

- 16.1 Cancellation: The County shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent and/or files bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law, equity or hereunder.
- 16.2 Termination: The contract or purchase order may be terminated in whole or in part by the County. Termination hereunder shall be effected by delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.
- 16.3 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms or provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire or flood.
- 16.4 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 16.5 Waiver: No claim or right arising out of a breach of the contract can be



discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- 16.6 Interpretation-Parole Evidence: This writing plus any specifications for Proposals and performance provided by the County in its advertisement for Proposals and any other document provided by Seller as part of this Proposal, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 16.7 Applicable Law: The contract 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 the contract.
- 16.8 Right to Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as anticipatory repudiation of the contract.
- 16.9 Indemnification: CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.
- 16.10 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.
- 16.11 Insurance: As required by law.
- 16.12 Performance / Payment Bond- None Required

## NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the bidder certifies that:

- (1) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- (2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor, or potential competitor;
- (3) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (4) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

---

Printed Name

---

Authorized Signature

---

Company

---

Title

---

Date

**COOPERATIVE PURCHASING:**

Lubbock County desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the price quoted, for the period of this contract. Each bidder shall indicate in the space provided below if he/she will honor Political Subdivision orders in addition to orders from Lubbock County. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications and pricing would apply?

YES \_\_\_\_\_ NO \_\_\_\_\_ (please initial the appropriate response)

Lubbock County currently has an Interlocal Agreement for Cooperative Purchasing in place with the City of Lubbock. Lubbock County reserves the right to enter into additional Interlocal Agreements for Cooperative Purchasing at its sole discretion.

If you (the bidder) initialed YES, the following will apply:

- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock County will be eligible, but not obligated, to purchase materials / services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock County will be billed directly to that governmental entity and paid by that governmental entity. Lubbock County will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials / services as needed.



**Lubbock County, Texas**

**RFP Number 170701**

**Issue Date: July 3, 2017**

**Queuing System  
Lubbock County Tax Assessor-Collector**

**RFP Number 170701**  
**Queuing System**

**Time Line**

July 2 & 9, 2017.....Publish Legal Notices in Lubbock Avalanche Journal  
July 3, 2017.....Issue Proposals  
July 11, 2017 10:00 a.m.....Pre-Proposal Meeting  
July 14, 2017.....Questions Close  
July 25, 2017.....Proposal Opening Date: Proposals Due NLT 2:00 PM  
August 2017 .....Anticipated Recommendation/Award

Note: All dates subject to change based on the needs of the County.

## **Background and Scope**

In 2016, the Lubbock County Tax Assessor-Collector (TA-C) received on average 25,446 walk-in customers per month at three branch locations for TxDMV vehicle registration and title processing for the residents of Lubbock County. Of this total for an average month, the Main branch had 14,602 customers, the City Bank branch had 7,222 customers, the Slaton branch had 759, with the South branch having 2,863. The South branch closed in November 2016. During 2017, the TA-C expects to open a fourth branch in a new location.

The purpose of this RFP is to engage an experienced vendor who provides customer flow queuing and management services.

The proposal requirements and selection criteria are listed next. Your response will be evaluated based on each of the listed items.

## **General Conditions**

Vendors are required to satisfy all requirements of this RFP since award will be on an all or nothing basis to a single vendor. Subcontracting is not permitted except as may be stated herein.

As a minimum, please answer each of the following in detail:

1. System functionality in providing on-line and real-time monitoring of customer flow as well as analytical and management reporting tools for efficient management of the customer service function.
2. System interface with the TA-C's website for guiding customer decisions regarding which location they want to go to, e.g., wait times and appointment scheduling, with the customer using a PC or mobile device, and the system's ability to update individual customers.
3. System functionality with hardware options regarding desktop platform, tablets, display units (flat screens), kiosks, tickets, audible cues or other messaging mounted processes.
4. System ability to receive customer satisfaction info and report on it accordingly.
5. System hardware requirements, network requirements, and any other hardware or software elements that make the system fully functional.
6. Stability of and reputation of the organization and its track record of ongoing customer support and satisfaction.
7. Company experience serving governmental agencies.
8. System-wide back-up capabilities.

9. Typical response to customer service calls and the estimated timeframe for issues resolution, for both system functionalities for customers and staff; in addition to equipment functionality.
10. Fee proposal, including software, hardware, set-up, maintenance, annual or monthly fees, equipment charges, and any other direct costs to the TA-C.
11. On-line management reporting capabilities complete with screen prints as further explanation.
12. Provide a detailed scenario of the workflow of a typical queue from the customer first entering (whether in person or on-line) the queue to their exit from the clerk workstation. Please include the steps as they would typically occur for the customer, clerk, supervisor, etc. Please provide screen shots or other visual aids in the workflow document/diagram. The visual aids should include computer screen shots, kiosk screen shots and snapshots of typical monitor outputs.
13. Provide a detailed project implementation and training schedule, including a detailed timeline.
14. A detailed post implementation and support proposal.
15. Draft contract, including proposed term of agreement.
16. Description of your financial condition.
17. Provide five customer references.

This RFP does not commit Lubbock County to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

Lubbock County reserves the right to reject any and all proposals, to waive formalities, informalities, or irregularities contained in a said proposal and to award a contract for items herein if it is deemed to be in the best interest of Lubbock County to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful firm.

## **Proposal Evaluation**

Lubbock County will evaluate all proposals to insure all requirements are met.

EVALUATION CRITERIA	MAX. POINTS
Price	30 points
General System Requirements	20 points
Customer Queue Workflow	20 points
Project Management	10 points
Post Implementation Support	10 points
References	5 points
Completeness of Proposal	5 points
<b>Total</b>	<b>100 Points</b>