

EZAccess®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

EASY ACCESS INC whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CONTRACT:

The Contract consists of:

- A. This document and
- B. EXHIBITS A through G, attached hereto.

2. SERVICES TO BE PERFORMED:

Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. CONSIDERATION:

In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

structures to EAI routinely change, EAI's current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, EAI will either automatically renew the fee schedule from the immediate preceding annual period or EAI will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and EAI for the forth coming new annual renewal period. If EAI determines that a new fee schedule is necessary, then EAI will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to EAI, such as a misappropriated credit card, EAI will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in EAI products or services during this Agreement or after the termination of this Agreement by either party.

4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

Attendant with this contract, EAI shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

- A. Management Overview
- B. Technical Plan
- C. Project Organization Plan
- D. Training Plan
- E. Implementation Plan
- F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD, it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. EAI agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

5. SERVICES ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. EAI shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by EAI hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

- i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or
- ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify EAI. Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until EAI conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to EAI within a ten (10) working day period shall be deemed final acceptance of the services delivered.

B. FINAL SERVICES ACCEPTANCE

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the EAI delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within EAI's specifications and thereby confirmed that the System does in fact perform as EAI has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify EAI thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify EAI in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

7. EXTENSION OF TIME:

EAI shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond EAI's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond EAI's reasonable control plus a reasonable time to accommodate adjustment to such extension. EAI shall give the CLIENT notice of the presence of any cause referenced above promptly after EAI becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, if EAI should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If EAI should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at its option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give EAI thirty (30) calendar days to cure such deficiencies caused by EAI.

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

9. CHANGES:

The CLIENT may request changes in the scope of services to be performed by EAI hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due EAI for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide EAI personnel with adequate workspace for technicians and other related facilities as may be required by EAI to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

11. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such

items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for EAI staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by EAI to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and EAI staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with EAI. The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is First National Bank of Edinburg, and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

12. LIMITATIONS:

EAI's sole liability under this Agreement shall be for providing the SERVICES. EAI will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed EZ-NETPAY® service solution. EAI's liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall EAI be liable for consequential damages under this numbered paragraph 12.

13. WORK HOURS AND SAFETY STANDARDS:

EAI shall agree that (a) each of its laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, EAI certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, EAI certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

EAI shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, EAI warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

16. INSURANCE:

At the request of the CLIENT, EAI shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any EAI proprietary information furnished by EAI for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of EAI, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. EAI shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

18. COVENANT AGAINST CONTINGENT FEES:

EAI warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by EAI for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage or contingent fee.

19. INDEMNIFICATION:

EAI hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A.** any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of EAI under this Agreement or of EAI's employees, agents, successors and assigns;
- B.** any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of EAI, or in proximity to the site of EAI's work, caused by any acts, negligent or otherwise, of EAI, its agents, employees, successors and assigns under this Agreement or of EAI's employees or agents;
- C.** any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of EAI under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;
- D.** any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by EAI under this Agreement; and
- E.** any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of EAI.

20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, EAI will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that EAI shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in EAI's opinion the products are likely to become the subject of a claim of infringement, EAI will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as

established by EAI. EAI shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by EAI or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of EAI without the prior written consent of EAI. In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of EAI with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The EAI proposal

The venue for this and all associated agreements shall be Hidalgo County, Texas.

22. TERM OF AGREEMENT:

The Agreement shall commence on the final execution date of this agreement by both parties to this Agreement and shall continue through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

25. CONTRACT REPRESENTATIVES:

The EAI and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

26. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

27. GENERAL:

This Agreement, EXHIBITS A through G and the EAI Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between EAI and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

EASY ACCESS INC

4200-A N Bicentennial Dr

McAllen, Texas 78504

Attn.: Mr. M G (Mike) Braun / Project Manager

Phone #: 956:682-3466

FAX #: 956:682-0906

HIDALGO COUNTY DISTRICT CLERK

100 N Closner

Edinburg, Texas 78540

Attn.: Mr. Noe Lopez (from the County Clerk's Office) / Project Manager

Phone #: 956:318-2200

FAX #: 956:318-2251

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR

2804 S. US Hwy 281

Edinburg, Texas 78539

Attn.: Mr. Paul Villarreal / Project Manager

Phone #: 956:318-2157

FAX #: 956:318-2733

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,2

224 N. 12th Street

Edinburg, Texas 78541

Attn.: Mr. Robert Leal / Project Manager

Phone #: 956:383-0921

FAX #: 956:383-7430

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1212 N. 12th Street

Edinburg, Texas 78541

Attn.: Ms Aleida Lopez / Project Manager

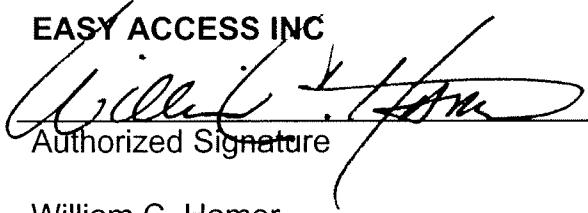
Phone #: 956:380-4473

FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

EASY ACCESS INC
Authorized Signature

William C. Hamer

Typed

CEO

Title

Date

9-30-09

CLIENT:

HIDALGO COUNTY
Authorized Signature

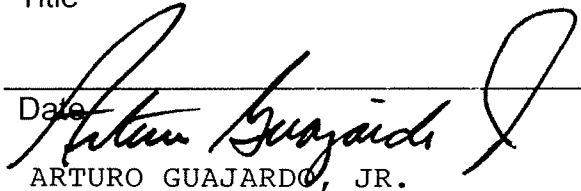
JUAN D. SALINAS, III

Typed

COUNTY JUDGE

Title

Date


ARTURO GUAJARDO, JR.

Attest

COUNTY CLERK

Title

Approved by Commissioners' Court on

09/22/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:



29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

EAI will provide their EZ-NETPAY[®] Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the EZ-NETPAY[®] Internet Payment Services specifically for CLIENT, EAI will provide the following:

1. Access to the EZ-NETPAY[®] application software and Internet services via an Internet backbone connection provided by the CLIENT
2. All maintenance and support of the EZ-NETPAY[®] application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES
3. A special Hidalgo County CASHIERING EZ-NETPAY[®] Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees
4. Training of specified County Clerk staff on the operation of EZ-NETPAY[®] services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site
5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing EZ-NETPAY[®] application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code
6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the EZ-NETPAY[®] automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to EAI software and services
4. Provide EAI modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

**31. EXHIBIT C: PROJECT SCHEDULE
MILESTONE ESTIMATED DELIVERY TIME FRAMES**

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

PROJECT MILESTONE	TIME FRAME
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted EZ-NETPAY® SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES**HIDALGO COUNTY DISTRICT CLERK**

100 N Closner
Edinburg, Texas 78540
Attn: Mr. Noe Lopez

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR

2804 S. US Hwy 281
Edinburg, TX 78539
Attn: Mr. Paul Villarreal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2

224 N. 12th Street
Edinburg, TX 78541
Attn: Mr. Robert Leal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1

212 N. 12th Street
Edinburg, TX 78541
Attn: Ms Aleida Lopez

33. EXHIBIT E: PROJECT MANAGERS

EASY ACCESS INC
Mr. M G (Mike) Braun

HIDALGO COUNTY CLERK
Mr. Noe Lopez

HIDALGO COUNTY DISTRICT CLERK
Mr. Noe Lopez (acting for the District Clerk's Office)

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2
Mr. Robert Leal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1
Ms Aleida Lopez

34. EXHIBIT F: EZ-NETPAY® Convenience Fee Schedule**A. Credit Card Fees**

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee* that will be charged by EAI to the Credit Card holder. The proposed fee will be \$2.50 per \$100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee ¹
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 300.00	\$ 7.50
\$ 300.01	\$ 400.00	\$ 10.00
\$ 400.01	\$ 500.00	\$ 12.50
\$ 500.01	\$ 600.00	\$ 15.00
\$ 600.01	\$ 700.00	\$ 17.50
\$ 700.01	\$ 800.00	\$ 20.00
\$ 800.01	\$ 900.00	\$ 22.50
\$ 900.01	\$ 1,000.00	\$ 25.00
\$ 1,000.01	AND UP	The above sample chart illustrates the \$2.50 per \$100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

¹These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NETPAY™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee²
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 400.00	\$ 7.50
\$ 400.01	\$ 800.00	\$ 10.00
\$ 800.01	\$ 1,000.00	\$ 12.50
\$ 1,000.01	\$ 2,000.00	\$ 15.00
\$ 2,000.01	\$ 4,000.00	\$ 17.50
\$ 4,000.01	\$ 8,000.00	\$ 20.00
\$ 8,000.01	\$ 12,000.00	\$ 22.50
\$ 12,000.01	\$ 25,000.00	\$ 25.00
\$ 25,000.01	AND UP	1% of Transaction

² These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

35. EXHIBIT G: SIGNATURE AUTHORIZATION**HIDALGO COUNTY****CERTIFICATION OF AUTHORIZATION:**

I hereby certify that Mr / Ms _____ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with **EASY ACCESS INC.**

Signature: _____

Typed/Printed Name: _____

Title: _____

Office and/or
Department _____

Date: _____

Notarization

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as _____, appeared before me on this ____ day of _____, 2009.

Notary Public Signature

Typed/Printed Notary Public Name

My Commission Expires:

____/____/____

EXHIBIT "A"

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

Hidalgo County
"CREDIT CARD PAYMENT SERVICES"

RFP NO: 2009-040-06-10-otm

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2009-040-06-10-otm

Overview:

The County of Hidalgo is seeking to engage Proposer's to furnish a **"TURN-KEY"** Credit Card Payment Services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Credit Card Payment Services"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, June 10, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-040-06-10-otm

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

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

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

The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, June 03, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, June 05, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit **NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **One Year**, with the County's option for an additional **One Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in **Exhibit "A"**.

DAVIS BACON ACT:

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

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific

project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

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

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. Provide a browser based turn-key Credit-Card / Internet Check payment processing Application Service Provider (ASP) solution.
2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
3. The proposed solution must provide 128 bit encryption.
4. The proposing vendor must provide, "live" instructor directed training services for all current and future staff.
5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification.
6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide a custom public website that is specific to Hidalgo County for the collection of specific service fees (sample of website is provided upon request)
8. The proposed solution must provide the County with a Real-time Administrator Module that will allow Hidalgo County senior staff to manage the following without vendor intervention:
 - (a) Create departmental location(s)
 - (b) Create individual user-task descriptions
 - (c) Create authority for individual users by task
 - (d) Create duplicate receipts on demand
9. The proposed solution must provide Hidalgo County with a real-time interface with the County's Property Tax Software vendor, ACT.
10. The proposed solution must be able to provide on-line receipts for all credit card transactions.
11. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier.
12. Must provide on-line "real-time" on demand reports on all counter transactions based upon the following minimum guidelines:
 - (a) Daily transactions by unique task, i.e, property tax payment, motor vehicle fee, court fines & etc.
 - (b) All transactions by date
 - (c) All transactions, by either week, month or real-time on a daily basis for counter transactions
 - (d) All transactions by unique user-defined Employee Identifier
13. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.

14. Provide daily "Live" Customer Call Service Desk support to County staff and the client Credit Card users.
15. Provide daily "Live" credit card resolution assistance
16. Provide a means by which the County can request a credit card transaction reversal
17. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.

SERVICES AND FEES

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

HARDWARE AND SOFTWARE MAINTENANCE

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

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

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, it's respective substations, the District Clerk's Office, Justice of the Peace-Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the four (4) departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

- | | |
|--|--|
| <p>(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539 (956) 318-2876</p> | <p>(3) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
212 N. 12th Ave.
Edinburg, Texas 78539 (956) 380-4473</p> |
| <p>(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner- (1st Floor)
Edinburg, Texas (956) 318-2200</p> | <p>(4) Justice of the Peace-Mary Alice Palacios
(Precinct 4, Place 2)
222 N. 12th Ave.
Edinburg, Texas 78539 (956) 292-7015</p> |

**HIDALGO COUNTY
CREDIT CARD PAYMENT SERVICES SYSTEM
RFP. No. 2009-040-06-10-otm**

PROPOSAL SHEET

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

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

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

Equipment required at Main Office:

Number of substations and equipment at each site:

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

TURNKEY SYSTEM			
MAINTENANCE	1ST Year	2nd Year	Total
HARDWARE	\$	\$	\$
SOFTWARE	\$	\$	\$

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

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

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

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

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**
2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**
3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**
4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

5.3. CERTIFICATE OF INSURANCE INSERT

(Insert Certificate of Insurance after this page)

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/11/2009

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED EASY ACCESS 4200 A N. BICENTENNIAL MCALLEN TX 78504			
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: AMERICA FIRST INS.	
		INSURER B: TEXAS MUTUAL INS. CO.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

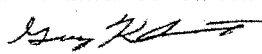
INSR ADD'L L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	02BP182958-6	05/16/2009	05/16/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	02BP182958-6	05/16/2009	05/16/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SBP-0001168510-07	05/16/2009	05/16/2010	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

REFERENCE: TAX OFFICE HARDWARE AND SOFTWARE COMPUTER SYSTEM COUNTY OF HIDALGO IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER**CANCELLATION**

AI 100170

HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

5.4. HIDALGO COUNTY FORM: PROJECT REQUIREMENTS ACKNOWLEDGMENT

(Insert "Project Requirements Acknowledgment" after this page)

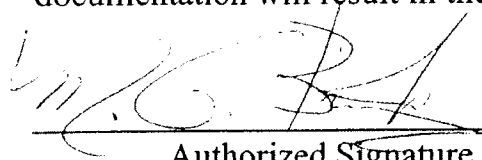
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M.G.(Mike) Braun Jr for, possess all of the APPLICABLE:
EASY ACCESS INC

1. Licenses: IBM WebSphere Application Server, Microsoft Windows Server 2008.
2. Bonds: N/A.
3. Certificates: PayCard Industry-Data Security Standard (PCI-DSS) Certificates
dated: _____.
4. Permits: N/A.
5. Other: N/A.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

M.G.BRAUN JR, SPECIAL PROJECTS DIRECTOR

EASY ACCESS INC

Company

4200-A N. BICENTENNIAL DR

Address

MCALLEN TX 78504

City, State, Zip

06/16/2009

Date

5.5. HIDALGO COUNTY FORM: CONFLICT OF INTEREST QUESTIONNAIRE

(Insert "Conflict of Interest Questionnaire" after this page)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

WILLIAM C HAMER

(Easy Access Inc.)

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Mr Armando Barrera, Mr Arturo Guajardo Jr, Ms Laura Hinojosa & Mary Alice Palacios
Judge
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

☐ Yes☒ No

B. Is the filer of the questionnaire 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 serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☒ No

D. Describe each employment or business relationship with the local government officer named in this section.
Currently provides the credit card processing services for these County Departments.

4

Signature of person doing business with the governmental entity
M.G.BRAUN JR for EASY ACCESS INC

06/16/2009

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, M.G. BRAUN JR., being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

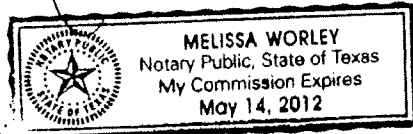
Signature/Title: _____

SPECIAL PROJECTS DIRECTOR

Subscribed and sworn to before me this 16th day of 15, 2009.

Melissa Worley

Notary Public



My commission expires: _____, 2012.

**5.7. HIDALGO COUNTY FORM: PURCHASING
DEPARTMENT PROPOSER / VENDOR APPLICATION**

(Insert "Proposer / Vendor Application" after this page)

HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: EASY ACCESS INC		Telephone No. (956) 682-3466	
dba Name: SAME AS ABOVE			
Legal Name: SAME AS ABOVE			
Mailing Address: 4200-A N. BICENTENNIAL DR.		Fax No. (956) 682-0906	
MCALLEN TX 78504			
Physical Address: SAME AS ABOVE			
City, State, Zip SAME AS ABOVE		Tax I.D. No. 1-742481662-1	
Remit to Address: 4200-A N. BICENTENNIAL DR. City, State, Zip MCALLEN TX 78504			
E-Mail Address: mgbraun@hecorp.com			
Representative(s) Name(s) & Title(s) M.G. BRAUN JR / SPECIAL PROJECTS DIRECTOR			
Type of Organization (check one): ☐ Individual ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify _____			
State Identification No. _____ (Please attached completed W-9 form with this application)			
Federal Identification No. or (if individual) SS No. 742481662			
State of Incorporation: TEXAS		Date: 1988 Other: _____	
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☒ Service Organization ☐ Other, Specify _____			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:			
Small and/or Disadvantaged Business Information (check application criteria)			
Small Business:		Disadvantaged Business (At Least 51% Ownership)	
• Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt		• Black American • Hispanic American • Asian Pacific American • Native American • Women • Other	
Have you been certified as a HUB or an MBE/WBE source?:		• Yes ☒ No	
Indicate Certification No.(s): _____		or are Certificate(s) attached?: • Yes • No	
What type of product(s) is/are solicited by your company?: CREDIT CARD PROCESSING SERVICE			
Would you like to be provided with specifications for procurements of such products?:		☒ Yes • No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____			
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			

**5.8. DEPARTMENT OF THE TREASURY FORM: W-9
REQUEST FOR TAXPAYER ID NUMBER &
CERTIFICATION**

(Insert "W-9" after this page)

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

EASY ACCESS INC

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

4200-A N. BICENTENNIAL DR.

City, state, and ZIP code

MCALLEN TX 78504

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

_____|_____|_____|_____|_____|_____|

or

Employer identification number

7|4|2|4|8|1|6|6|2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶ 06/16/2009

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. **Sufficient facts to justify the exemption from tax under the terms of the treaty article.**

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

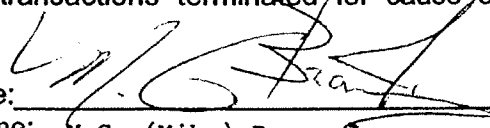
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, 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 bid 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, 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 bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 

Print Name: M.G. (Mike) Braun Jr

Title: Special projects director/EASY ACCESS INC

Telephone Number: 956:682-3466

Date: 06/16/2009

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



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Mr. M. G. (Mike) Braun, Jr.
Easy Access, Inc.

From: Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

Date: August 04, 2009

Re: Negotiation of: RFP NO: 2009-040-06-10-otm—Hidalgo County—"Credit Card Payment Services"

The intent in soliciting the above referenced services is to encourage and avail taxpayers another option for payment of their obligations to Hidalgo County. Given the extremely difficult economic times, we are requesting that you consider locking-in your submitted rates for the convenience fee schedule for the initial term (i.e. one year) with the option to re-negotiate the second term. *

Please forward your response via e-mail by 5:00 p.m., Wednesday, August 5, 2009 to: olga.montero@co.hidalgo.tx.us.

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

Thank you.

Acknowledge receipt of this request and return by e-mail:

Signed: _____

Date: 08/04/2009

Printed Name: M.G. (Mike) BRAUN JR.

Title: SPECIAL PROJECTS DIRECTOR

* We will agree to this request with the caveat that (with supporting reason, i.e., changing costs - as noted in our RFP response) we would be able to re-negotiate the rates for each year of the term of this contract. Finally, that the contract would not be rescinded solely due to the vendor's need to re-negotiate the rates.

4. FEE SCHEDULE

4.1. CREDIT CARD FEES

This proposed credit card processing service (including support for the application software Services) will be provided to the County at **No Charge**. Re-imbursement for these services will be through a *Convenience Fee** that will be charged by EAI to the Credit Card holder. The proposed fee will be \$2.50 per \$100* (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 300.00	\$ 7.50
\$ 300.01	\$ 400.00	\$ 10.00
\$ 400.01	\$ 500.00	\$ 12.50
\$ 500.01	\$ 600.00	\$ 15.00
\$ 600.01	\$ 700.00	\$ 17.50
\$ 700.01	\$ 800.00	\$ 20.00
\$ 800.01	\$ 900.00	\$ 22.50
\$ 900.01	\$ 1,000.00	\$ 25.00
\$ 1,000.01	AND UP	The above sample chart illustrates the \$2.50 per \$100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

EAI's current convenience fee schedule is subject to change at EAI's discretion. This is due in fact because any Service of this type is wholly dependent on the underlying cost of interbanking facilities, which are predicated on the indirect cost of banking, i.e., interbank communications facilities, credit card processors, the change in Federal Funds rates and etc. Given the current economic difficulties that exist nationally, these costs could prove to be highly volatile, ever changing and therefore out of our control. Should there be a significant fluctuation in these interbanking costs then those increases would have to be passed on to the end user credit card holders. For this reason EAI takes all steps necessary to try and keep this convenience fee rate as low as possible so that end-user credit-card holders will in fact find this Service to be not only **advantageous** but **economical to use as well**.

4.2. ELECTRONIC CHECK FEES

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NetPay™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 400.00	\$ 7.50
\$ 400.01	\$ 800.00	\$ 10.00
\$ 800.01	\$ 1,000.00	\$ 12.50
\$ 1,000.01	\$ 2,000.00	\$ 15.00
\$ 2,000.01	\$ 4,000.00	\$ 17.50
\$ 4,000.01	\$ 8,000.00	\$ 20.00
\$ 8,000.01	\$ 12,000.00	\$ 22.50
\$ 12,000.01	\$ 25,000.00	\$ 25.00
\$ 25,000.01	AND UP	1% of Transaction

Important Note: This aspect of the EZ-NetPay™ solution will also provide (at no additional cost to the County) the use of EAI's exclusive **Resolution Collection Service** – before a Charge Back to the County's bank account due to insufficient funds or a some type of credit card discrepancy, EAI will provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge backs or Bad Check ("Electronic Check") collections that come about as a result of an Internet originated check.

NO ACTION taken on items 20. A.1-3.a, b, or c.

4. AI-16634 a. Acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners' Court) submitted in response to the Request for Proposals - "Credit Card Payment Services"-Hidalgo County-RFP No. 2009-040-06-10-otm:

**1st. Easy Access – McAllen, TX @ 87.2 ; 2nd. Paymentus Corp. – Atlanta, GA @ 82.6 ;
3rd. Metavante Corp. – Milwaukee, WI @ 81.6 ; 4th. Power Pay – Portland, ME @ 73.2 ;**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval of the rankings.

b. Authorization for Purchasing Department to negotiate a BAFO (Best and Final Offer) contract with the number one (1) ranked proposer Easy Access for "Credit Card Payment Services" RFP-Hidalgo County. RFP No. 2009-040-06-10-otm

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

5. AI-16655 Acceptance and approval of the final Lease with Option to Purchase Agreement for the, "Mediplex Office Complex," with Edinburg Real Estate Network Inc., as approved to award on CC 6/08/09. C-09-064-06-08 with monthly rental amount of \$1.00/sq.ft. (not to exceed 25,928 sq.ft.) with determination of the purchase price of \$ _____.

NO ACTION taken on this item.

6. AI-16660 Requesting approval of a utility easement and right of way between the County of Hidalgo and AEP Texas Central Company for electric distribution lines in connection with the construction (by the State of Texas) of a Substance Abuse Facility for Hidalgo County located in Precinct #4 with authority for County Judge or CC Member to execute document and recording of same with the County Clerk.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. Pct. 2

→ **1. AI-16614 Requesting approval of plans and specifications developed with the Precinct and drafted by project architect V-A Architecture for Precinct No. 2's - "Construction for New Precinct No. 2 Administrative Offices and Other County Offices"-RFB No. 2009-037A-08-19-otm with authority to advertise the sealed competitive procurement of the project previously approved by CC on 7-07-09.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

CCM/09/22/2009

4. **AI-17538** Requesting approval to complete and submit an upgrade credit application to the current account from GCR Tire Centers, awarded vendor through TXMAS 7-261020-55 for the Extension Service Department with authority for County Judge or Court Member to execute.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

5. **AI-17520 a.** Requesting authority to exercise the sixty (60) day grace period extension with effective date of 09-28-09 through 11-27-09 (as provided in specifications) for "Title Company Services (Pool)" under the same rates, terms and conditions with the following providers so as to have no lapse in services while procurement process is completed under project RFQ No. E-08-468-09-23:

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

Commissioner Garza joined the meeting.

1. Valley Land Title Company, Ltd.; B. Edwards Abstract & Title Company; and, C. Sierra Title Company;

- b. Requesting authority to advertise a procurement process (RFP or RFQ, whichever applicable) with approval of basic procurement packet for: Title Company Services (Pool) for Hidalgo County

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. **AI-17503** Presentation for approval of the final negotiated services agreement with awarded vendor, Easy Access, Inc., for "Credit Card Payment Services-Hidalgo County". RFP No. 2009-040-06-10-otm

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **AI-17375 a.** Correspondence received (attached hereto) from consulting engineer, Raba Kistner after review of received coop proposal, recommending Hidalgo County to solicit a sealed competitive proposal process utilizing specification, requirements, scope of work developed and drafted by Raba Kistner for: Hidalgo County - Asbestos Abatement for the Old Administration Building w/Option to Remove Bat Guano"; and, if approved;

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to reject.

26. Purchasing Department - Marty Salazar: (Exhibit Y)

NOTES:

1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.

2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A. Hidalgo County

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items 26.A.1-3. a, b, and c.

4. AI-18391 Requesting authority to amend the current contract for "Credit Card Payment Services" to reflect corrections of POC (Points of Contact) for each user department's elected official-RFP No. 2009-040-06-10-otm.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

5. AI-18390 Authority to advertise for approximately 30,000 sq. yds. of clay soil in connection with the closure process of the Penitas Landfill as required under TCEQ regulations as recommended by and with draft specifications to be drafted and developed by project engineer, Cook-Joyce, Inc.

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

6. AI-18371 Requesting that Hidalgo County's criteria for inclusion of equipment in the County's Inventory System be updated to reflect all items with a cost between \$300.00 through \$999.99 under

AI-18391
Credit Card Payment Services
CC REGULAR

42.A.0.

Date: 11/10/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to amend contract for "Credit Card Payment Services" to reflect corrections of POC (Point of Contact) for each user department elected officials. RFP No. 2009-040-06-10-otm

BACKGROUND

Contract previously approved through CC on 09/22/09 (refer to attachment to view contract w/Comm. minutes)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County

Attachments

Link: [Final Executed Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Olga Montero	11/04/2009 01:11 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Olga Montero Started On: 11/04/2009 01:11 PM

STATE OF TEXAS

COUNTY OF HIDALGO

**AMENDMENT TO
PROFESSIONAL SERVICE CONTRACT
C-09-040-09-22**

This **AMENDMENT** to the **CONTRACT** between **Easy Access, Inc.**, (the "Vendor") and **HIDALGO COUNTY** (the "County"), effective the 10th day of **November, 2009**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on September 22, 2009, in which the Vendor agreed to provide professional services for: "**Credit Card Payment Services**" located within **Hidalgo County** (the "Project");

WHEREAS, due to a need to clarify the term "**Point of Contact(s) for each user department**", the parties now desire to amend the Projects in which the Vendor may perform the services;

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

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. **Section 28** titled **NOTICES** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

Easy Access, Inc.
4200-A N. Bicentennial Dr.
McAllen, Tx 78504
Attn: Mr. M G Braun / Project Manager
Phone #: 956-682-3466
Fax #: 956-682-0906

Hidalgo County Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Noe Lopez / Project Manager
Phone #: 956-318-2200
Fax #: 956-318-2105

Hidalgo County District Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Mr. Rene Rangel / Project Manager
Phone #: 956-289-7808
Fax#: 956-318-2251

Hidalgo County Tax-Assessor Collector
2804 S. US Hwy 281
Edinburg, Tx 78539
Attn: Mr. Paul Villarreal / Project Manager
Phone #: 956-318-2157
Fax #: 956-318-2733

Hidalgo Co. Justice of the Peace –Pct. 4, Pl. 2
224 N. 12th Street
Edinburg, Tx 78541
Attn: Mr. Robert Leal / Project Manager
Phone #: 956-383-0921
Fax #: 956-383-7430

Hidalgo Co. Justice of the Peace–Pct. 4, Pl. 1
212 N. 12th Street
Edinburg, Tx 78541
Attn: Ms. Aleida Lopez / Project Manager
Phone #: 956-380-4473
Fax #: 956-380-4029

2. **Exhibit “D”: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES** is hereby deleted in it’s entirety and the following is inserted in lieu thereof;

EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

Hidalgo County District Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Mr. Rene Rangel

Hidalgo County Clerk
100 N. Closner
Edinburg, Tx 78540
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector
2804 S. US Hwy 281
Edinburg, Tx 78539
Attn: Mr. Paul Villarreal

Hidalgo County Justice of the Peace Pct. 4, Pl. 2
224 N. 12th Street
Edinburg, Tx 78541
Attn: Mr. Robert Leal

Hidalgo County Justice of the Peace Pct. 4, Pl. 1
212 N. 12th Street
Edinburg, Tx 78541
Attn: Ms. Aleida Lopez

3. **Exhibit “E”: PROJECT MANAGERS** is hereby deleted in it’s entirety and the following is inserted in lieu thereof;

Exhibit “E”: PROJECT MANAGERS

Easy Access, Inc.
Mr. M G (Mike) Braun

Hidalgo County District Clerk
Mr. Rene Rangel

Hidalgo County Clerk
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector
Mr. Paul Villarreal

Hidalgo County Justice of the Peace–Pct.4, Pl.2
Mr. Robert Leal

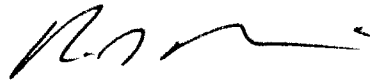
Hidalgo County Justice of the Peace–Pct. 4, Pl. 1
Ms. Aleida Lopez

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

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

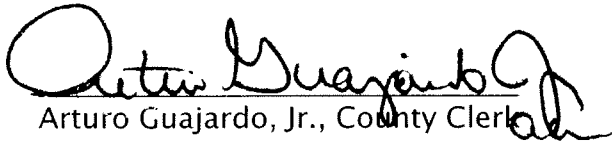
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY



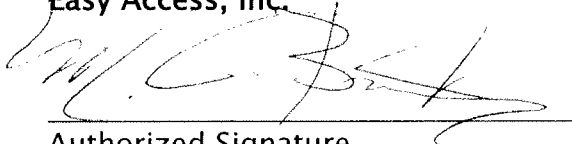
Rene A. Ramirez, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk

Easy Access, Inc.



Authorized Signature

Title: Projects Director

EASY ACCESS INC.

11/24/09

Approved as to Form:

Atlas & Hall, L.L.P.



Stephen L. Crain, Attorney