

C-11-142-11-29

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 H, 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 firm's 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 it's 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 December 01, 2011 and shall continue for one year with the County's option for an additional one year extension. 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 costs remaining unchanged. And 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 **AND IS PERFORMABLE IN HIDALGO COUNTY 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 TAX OFFICE

Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

PRECINCT 2, PLACE 2

Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

HIDALGO COUNTY COURTHOUSE

Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

PRECINCT 3, PLACE 1

Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

HIDALGO COUNTY COURTHOUSE

Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

PRECINCT 1, PLACE 1

Attn: Ms. Eustolia Hernandez / Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

PRECINCT 1, PLACE 2

Attn: Mr. Adam Guerrero / Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

PRECINCT 2, PLACE 1

Attn: Ms. Ofelia Ortiz / Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

PRECINCT 3, PLACE 2

Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

PRECINCT 4, PLACE 1

Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

PRECINCT 4, PLACE 2

Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

PRECINCT 4, PLACE 1

Attn: Ms. Yvonne Ybarra / Project Manager
P O Box 2127 / 708 E Edinburg Ave. Suite B
Elsa, Texas 78543
Phone: 956-262-3300 Fax 956-262-4413

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.

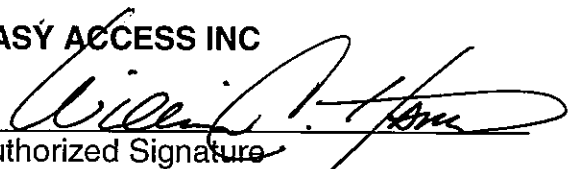
Approved by Commissioners' Court
on 11-29-11 RO

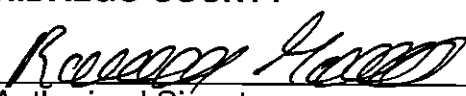
EAI:

CLIENT:

EASY ACCESS INC

HIDALGO COUNTY


Authorized Signature


Authorized Signature

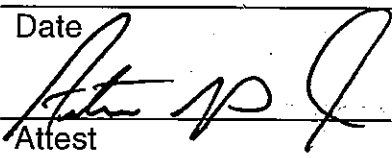
William C. Hamer
Typed

Ramon Garcia
Typed

CEO
Title

County Judge
Title

12-2-11
Date

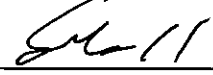

Date

Hidalgo County Clerk
Title

Approved by Commissioners' Court on November 29, 2011

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

- (1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733
- (2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251
- (3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105
- (4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522
- (5) Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
Attn: Mr. Adam Guerrero/ Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872
- (6) Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
Attn: Ms. Ofelia Ortiz/ Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541
- (7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343
- (8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796
- (9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134
- (10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029
- (11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430
- (12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

33. EXHIBIT E: PROJECT MANAGERS

EASY ACCESS INC
Mr. M G (Mike) Braun

HIDALGO COUNTY TAX OFFICE Mr. Paul Villarreal I

HIDALGO COUNTY DISTRICT CLERK
Mr. Rene Rangel

HIDALGO COUNTY CLERK
Mr. Noe Lopez

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. , PL, 1
Ms. Eustolia Hernandez

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 1, PL2
Mr. Adam Guerrero

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 2, PL 1
Ms. Ofelia Ortiz

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 2, PL 2
Ms. Rachel Bueno

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 3, PL 1
Ms. Kimberly Echavarria

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 3, PL 2
Ms. Daisy Zarate

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

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

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 5, PL 1
Ms. Yvonne Ybarra

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 _____, 2011.

Notary Public Signature

Typed/Printed Notary Public Name

My Commission Expires:
____/____/____

EXHIBIT “H”

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

Hidalgo County

“CREDIT CARD PAYMENT SYSTEM”

RFP NO: 2011-142-09-28-YSI



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

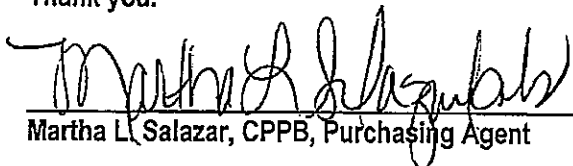
HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"

RFP NO: 2011-142-09-28-YSI

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages. (Page 8 must be submitted with bid)
3. Exhibit A, Requirements, Scope of Services, Additional Specifications/Requirements consisting of 10 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages. (Must be submitted with bid)
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.
(Copy of receipt and this form must be submitted with the bid)
7. Exhibit E, Proposer's Affidavit, consisting of 1 page. (Must be submitted with bid)
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages. (Must be submitted with bid)
9. IRS W-9 Form, consisting of 4 pages. (Must be submitted with bid)
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
(Must be submitted with bid)
11. Draft Contract Document, consisting of 18 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

September 12, 2011
Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 12, 2011

Re: **HIDALGO COUNTY**
Request For Proposals - "HIDALGO COUNTY – CREDIT CARD PAYMENT SYSTEM"

RFP NO: 2011-142-09-28YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

RFP NO: 2011-142-09-28	BUYER: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874
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REQUEST FOR PROPOSALS
HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”

September 28, 2011

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2011-142-09-28-YSI

1. Sealed proposals will be received for **“Hidalgo County – Credit Card Payment System”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-142-09-28-YSI-Hidalgo County–Credit Card Payment System”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, September 28, 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-142-09-28-YSI–“HIDALGO COUNTY – CREDIT CARD PAYMENT SYSTEM”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us . BY NO LATER THAN Wednesday, September 21, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 23, 2011. ~~TELEPHONE INQUIRIES WILL NOT BE ACCEPTED~~

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

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

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

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

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	<u>September 28, 2011</u>
Project/Anticipated Award Date:	_____, 2011
Commence Work or Deliver Products	_____, 2011

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

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

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

~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

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

19. Ethical Standards:

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

20. Disclosure of Conflict of Interest:

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

comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

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

Request for Proposal
HIDALGO COUNTY –
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2011-142-09-28-YSI

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

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-09-28-YSI

Overview:

"The County of Hidalgo is seeking to enter into a "Credit Card Payment System" contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace Offices and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner." The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Credit Card Payment System" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, September 28, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2011-142-09-28-YSI

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, September 21, 2011, at 5:00 P.M. at (956) 292-7612 or via email at yvette.islas@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, September 23, 2011. 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, and Justices of the Peace 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.

18. The proposed solution must provide the County with a real-time interactive interface with the current legacy system that will be retired within the next 12 months.
19. The proposed solution must also be prepared to provide a real-time interactive interface with the County's new Odyssey System from Tyler Technology that is anticipated to be operational within the next 12 months.

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, Justices of the Peace and any other county department that would like to use the Credit Card Services Payment System.

HARDWARE AND SOFTWARE MAINTENANCE

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

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

ON-SITE VISIT

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

- | | |
|---|--|
| <p>(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733</p> | <p>(7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343</p> |
| <p>(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251</p> | <p>(8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarría / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796</p> |
| <p>(3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager</p> | <p>(9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate</p> |

100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

(4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

(10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

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

(11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

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

(12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

**HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2011-142-09-28-YSI**

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.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

**HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2011-142-09-28-YSI**

HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”
RFP NO: 2011-142-09-28-YSI

EVALUATION CRITERIA

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

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

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

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo.

25 points
2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

30 points
3. **Ease of Support System & Response Time.** Ease of communicating with company’s support system and the company’s ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.

20 points
4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

25 points

Total 100 Points

**HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-09-28-YSI**

RFP EVALUATION FORM

Selection Criteria

		<u>Range</u>	<u>Point Score</u>
1.	Understanding the Services/Methodology	25 points	_____
	Comments/Rationale for Points: _____ _____ _____		
2.	Ability to Commit to all Services Required	30 points	_____
	Comments/Rationale for Points: _____ _____ _____		
3.	Ease of Support System & Response Time	20 points	_____
	Comments/Rationale for Points: _____ _____ _____		
4.	Cost Fees and Warranty	25 points	_____
	Comments/Rationale for Points: _____ _____ _____		
	Total	100%	Score _____

Provider: _____

Evaluator: _____

Date: _____

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		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.	
		INSURERS AFFORDING COVERAGE	
INSURED		INSURER A:	
		INSURER B:	
		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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 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	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly** basis to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

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

Date

Company

Address

City, State, Zip

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. 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).
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.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

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

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

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.

4

Signature of person doing business with the governmental entity

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, _____, 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 nay 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: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: (_____)
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: (_____)
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: (_____)
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
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.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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 income tax return. 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 income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity 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.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), 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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov. 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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4388).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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 ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(ii)(B))	The trust

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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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 file.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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: _____
Title: _____
Telephone Number: _____
Date: _____

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

DRAFT

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

whose principal office is located at _____, 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 _____ 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 _____ with _____'s space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by _____ 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 _____ for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay _____ and _____ will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by _____ 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 routinely change, 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, : will either automatically renew the fee schedule from the immediate preceding annual period or will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and for the forth coming new annual renewal period. If determines that a new fee schedule is necessary, then 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 f , such as a misappropriated credit card, 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 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, 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. 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. shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by 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 . Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until l conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to 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 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 s specifications and thereby confirmed that the System does in fact perform as 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 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 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:

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 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 reasonable control plus a reasonable time to accommodate adjustment to such extension. shall give the CLIENT notice of the presence of any cause referenced above promptly after becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, if 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 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 thirty (30) calendar days to cure such deficiencies caused by .

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 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 for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide personnel with adequate workspace for technicians and other related facilities as may be required by 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 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 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 staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with . . . 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 , and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

12. LIMITATIONS:

s sole liability under this Agreement shall be for providing the SERVICES. I 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 service solution. 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 be liable for consequential damages under this numbered paragraph 12.

13. WORK HOURS AND SAFETY STANDARDS:

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, . 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, .. 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:

. 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, 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, .. 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 proprietary information furnished by for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of , 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. 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:

. 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 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:

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 _____ under this Agreement or of _____'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 _____, or in proximity to the site of _____, work, caused by any acts, negligent or otherwise, of _____ its agents, employees, successors and assigns under this Agreement or of _____'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 _____ 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 _____ 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 _____

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, _____ 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: _____ 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 _____'s opinion the products are likely to become the subject of a claim of infringement, _____ 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 . 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 . 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 without the prior written consent of . 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 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 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 . 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 . Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between 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:

1

 McAllen, Texas 78504
 Attn.: N
 Phone #: 956:682
 FAX #: 956:682-

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.,1
212 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 _____ have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

CLIENT:

Authorized Signature

AAR
HIDALGO COUNTY

Authorized Signature

Typed

Typed

Title

Title

Date

Date

Attest

Title

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: *AH*

29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

... will provide their 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 Internet Payment Services specifically for CLIENT, will provide the following:

1. Access to the application software and Internet services via an Internet backbone connection provided by the CLIENT
2. All maintenance and support of the 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 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 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 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 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 software and services
4. Provide 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 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

- (1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733
- (2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251
- (3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105
- (4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez / Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522
- (5) Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
Attn: Mr. Adam Guerrero / Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872
- (6) Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
Attn: Ms. Ofelia Ortiz / Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541
- (7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343
- (8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796
- (9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134
- (10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029
- (11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430
- (12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

33. EXHIBIT E: PROJECT MANAGERS

- | | |
|---|---|
| (1) Hidalgo County Tax Office
Mr. Paul Villarreal | (7) Justice of the Peace-(Precinct 2, Place 2)
Ms. Rachel Bueno / Project Manager |
| (2) District Clerk
Mr. Rene Rangel | (8) Justice of the Peace-(Precinct 3, Place 1)
Ms. Kimberly Echavarría / Project Manager |
| (3) County Clerk
Mr. Noe Lopez | (9) Justice of the Peace-(Precinct 3, Place 2)
Ms. Daisy Zarate |
| (4) Justice of the Peace- Precinct 1, Place 1
Ms. Eustolia Hernandez | (10) Justice of the Peace- Precinct 4, Place 1
Ms. Aleida Lopez |
| (5) Justice of the Peace- Precinct 1, Place 2
Mr. Adam Guerrero | (11) Justice of the Peace- Precinct 4, Place 2
Mr. Robert Leal / Project Manager |
| (6) Justice of the Peace- Precinct 2, Place 1
Ms. Ofelia Ortiz | (12) Justice of the Peace- Precinct 4, Place 1
Ms. Aleida Lopez |

34. EXHIBIT F:

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 [redacted] to the Credit Card holder. The proposed fee will be [redacted] per \$100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee ¹
\$ 0.01	\$ 100.00	\$ [redacted]
\$ 100.01	\$ 200.00	\$ [redacted]
\$ 200.01	\$ 300.00	\$ [redacted]
\$ 300.01	\$ 400.00	\$ [redacted]
\$ 400.01	\$ 500.00	\$ [redacted]
\$ 500.01	\$ 600.00	\$ [redacted]
\$ 600.01	\$ 700.00	\$ [redacted]
\$ 700.01	\$ 800.00	\$ [redacted]
\$ 800.01	\$ 900.00	\$ [redacted]
\$ 900.01	\$ 1,000.00	\$ [redacted]
\$ 1,000.01	AND UP	The above sample chart illustrates the [redacted] per [redacted] 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, [redacted] will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, [redacted] 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 [redacted]

B. Electronic Check Fees

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

Beginning Dollar Range	Ending Dollar Range	Fee ²
\$ 0.01	\$ 100.00	\$
\$ 100.01	\$ 200.00	\$
\$ 200.01	\$ 400.00	\$
\$ 400.01	\$ 800.00	\$
\$ 800.01	\$ 1,000.00	\$
\$ 1,000.01	\$ 2,000.00	\$
\$ 2,000.01	\$ 4,000.00	\$
\$ 4,000.01	\$ 8,000.00	\$
\$ 8,000.01	\$ 12,000.00	\$
\$ 12,000.01	\$ 25,000.00	\$
\$ 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, will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, 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

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

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:
____/____/____

Insurance Requirement Acknowledgment

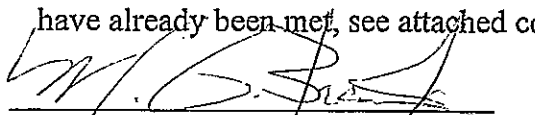
I, M.G. BRAUN JR, authorized representative for EASY ACCESS INC,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ See enclosed Insurance Certificate General Liability: \$ See enclosed Insurance Certificate

have already been met, see attached copy of insurance certificate.


Authorized Representative

9/26/11
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2011

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
HAMER ENTERPRISES
4200 A.N. BICENTENNIAL
MCALLEN TX 78504

INSURERS AFFORDING COVERAGE
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP182958-8	05/16/2011	05/16/2012	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 - COMP/OP. AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	02BP182958-8	05/16/2011	05/16/2012	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SBP0001168510-11	05/16/2011	05/16/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 EASY ACCESS INC. INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT FOR CREDIT CARD PAYMENT SERVICES FOR HIDALGO COUNTY

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTHA SALAZAR
CPPB PURCHASING AGENT
2812 SOUTH HWY BUS 281
EDINBURG TX 78539

CANCELLATION

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
[Signature]

AI 100170

ACORD 25 (2001/08)

Fax (956) 318-2629

© ACORD CORPORATION 1988

RECEIVE:

NO. 1914

09/15/2011/THU 01:43PM

Hamer Enterprises

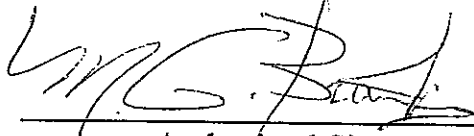
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M.G.BRAUN JR/EASY ACCESS INC, possess all of the APPLICABLE:

1. Licenses: N/A EASY ACCESS INC is the original author of the proposed Software Solution
2. Bonds: N/A
3. Certificates: N/A
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

9/26/11

Date

EASY ACCESS INC

Company

4200-A N. BICENTENNIAL DR.

Address

MCALLEN TX 78504

City, State, Zip

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.
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).
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.

OFFICE USE ONLY
Date Received

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

William C Hamer

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.

Armando Barrera
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.
The Parent Company, HAMER ENTERPRISES, has from time to time provided tax bill printing services

4 9/26/11
Signature of person doing business with the governmental entity Date
M.G. Braun Jr for EASY ACCESS INC



70 2011 02261510

Instrument Number: 2011-2261510

Recorded On: November 30, 2011

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	20.00
Total Recording:	20.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-2261510
Receipt Number: 1239496
Recorded Date/Time: November 30, 2011 02:24P

Record and Return To:

EASY ACCESS
4200 NORTH BICENTENNIAL DRIVE
MCALLEN TX 78504

User / Station: M Cantu - Cash Station 03



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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: _____

M.G. BRAUN JR., SPECIAL PROJECTS DIRECTOR, EASY ACCESS INC

Subscribed and sworn to before me this 26 day of 9, 2011.

Sharee E Salazar

Notary Public

My commission expires: 7/05/15, 2015.



HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

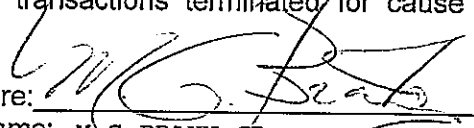
Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

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

**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. BRAUN JR
Title: SPECIAL PROJECTS DIRECTOR
Telephone Number: 956:682-3466
Date: 9/24/11

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

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
EASY ACCESS INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
4200-A N. BICENTENNIAL DR.

City, state, and ZIP code
MCALLEN TX 78504

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.

Notes. 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										
			-				-			
Employer identification number										
7	4	-	2	4	8	1	6	6	2	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ▶ *[Signature]* Date ▶ **09/27/2011**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
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.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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 income tax return. 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 income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity 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.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(j)(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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN, if the LLC is classified as a corporation or partnership, 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.ssa.gov. 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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The trust

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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

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

From: Yvette S. Islas, Buyer III *YSI*
Hidalgo County Purchasing Department

Date: November 16, 2011

Re: Negotiation of: RFP NO: 11-142-09-28-YSI-Hidalgo County-"Credit Card Payment System"

Pursuant to action taken by Commissioners' Court on Tuesday, November 15, 2011 on the above referenced Request for Proposals your company has been ranked number one (1) and approved to proceed with the negotiations process.

As part of the negotiations process we are requesting that you submit your Best and Final Offer (BAFO). 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 3:00 pm, Thursday, November 17, 2011 to: yvette.islas@co.hidalgo.tx.us.

If you have any questions, call me at (956) 292-7000-Ext. 4874.

Thank you.

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

Signed: *M.G. Braun Jr*

Date: *11/17/11*

Printed Name: *M.G. BRAUN JR*

Title: *SPECIAL Projects Director*
EASY ACCESS INC

PLEASE ALSO SEE BAFO Letter to Martha Salazar

EZAccess®

Easy Access, Inc.
4200-A N Bicentennial Dr
McAllen, Texas 78504

Telephone: 956:682-3466
Fax: 956:682-0906
www.HECorp.com

Letter of Transmittal

November 17, 2011

Ms Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County
2812 S Business Hwy 281
Edinburg, TX 78539
Voice: (956) 318-2626 Fax: (956) 318-2629

Reference: "**Best and Final Offer**" - RFP No. 11-142-09-28-YSI "Credit Card Payment System"

Dear Ms Salazar,

The following proposal will constitute *the Best and Final Offer* by Easy Access Inc (EAI) for the above referenced "Credit Card Payment System Services" for Hidalgo County. This offer is provided per Ms Islas's electronic mail request of November 16, 2011.

As noted in my email response to Ms Islas on Thursday November 17, 2011, we illustrated a sampling of the various external forces that are completely out of our control which could materially impact the cost components that cumulatively contribute to the Convenience fee structure which we ultimately find are necessary for our services. Moreover, in that email correspondence, we indicated to Ms Islas that the County has the best evidence of our most sincere desire to contain electronic payment fees – namely more than 8 years of working experience with Easy Access with regard to Credit Card processing for the County. During that occasion EAI at various junctures of time encountered instances where fee corrections would have been justified and which was an action that was provided for in the contract. However, through diligence, hard work and a mutually shared belief that cost to the taxpayer ultimately influences usage we were able to affect cost components such that ~~we ultimately did not elect to opt for any fee corrections~~ ✓
Nevertheless, today's economic realities are much more severe and broader than any of us have ever encountered, therefore the need to have the opportunity to make adjustments should they become a warranted necessity.

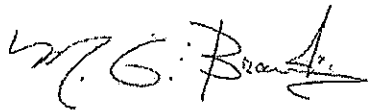
With the above said, ~~our management has decided to accommodate the County's request to "lock in the submitted rates for the convenience fee for the initial term (i.e. one year) with the option to re-negotiate the second term"~~ ✓
Please understand that as in the past, we will do all that we can to avert such a circumstance so that the County and our local citizenry are provided

with an economically dependable and predictable resource for affecting electronic payments for all the departments in Hidalgo County that would participate in this service.

EAI has enjoyed many, many years of service to Hidalgo County (in various capacities beyond electronic payment processing). As a result of this first hand familiarity with the County and our over 33 years of diverse experience with the state and local governmental sector through out the United States we therefore believe that we possess a unique perception of your various departmental electronic payment processing needs as well as an intimate knowledge of your administrative expectations. For these reasons, EAI can offer Hidalgo County a proposal of service that is consistent with the expectations of all concerned.

We look forward to working with you and your very fine staff as it relates to this continued service. If you have any questions, please contact me at 1:800:926-3466 at your earliest convenience.

Respectfully Submitted by:

A handwritten signature in black ink, appearing to read "M.G. Braun Jr.", written in a cursive style.

M. G. (Mike) Braun Jr. / Special Projects Director

MGB/ss

HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2011-142-09-28-YSI

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.

OPENED
9.49
9/28/11
Witnessed

TURNKEY SYSTEM			
MAINTENANCE	1 ST Year	2 nd Year	Total
HARDWARE	\$ 0.00	\$ 0.00	\$ 0.00
SOFTWARE	\$ 0.00	\$ 0.00	\$ 0.00

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

APPROVED

AI-29721

13. A. 6.

CC REGULAR

Meeting

11/29/2011

Date:

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Easy Access, Inc. (ranked highest firm cc 11/185-11) for "Credit Card Payment System" (RFP NO.11-142-09-28-YSI).

BACKGROUND

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

agmnt EZacs

backup

acord EZ acs

legals ok agrmnt

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Purchasing Department	Marty Salazar	11/23/2011 11:20 AM
Budget & Management	Merlen P. Munoz	11/23/2011 11:24 AM
Auditor's Office	Angela Garcia	11/23/2011 01:38 PM
Form Started By: Yvette Islas		Started On: 11/16/2011 01:39 PM
	Final Approval Date: 11/23/2011	

5. AI-29806 approved Approval of the final contract document with Brown & Brown Lone Star Insurance Services d/b/a Alamo Insurance Group for "RFP-2011-149-09-07- Consulting Services For Self-Funded Insured Group Health" project.

6. AI-29721 approved Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Easy Access, Inc. (ranked highest firm cc 11/185-11) for "Credit Card Payment System" (RFP NO.11-142-09-28-YSI).

B. Pct. 1

1. AI-29804 approved Approval of the final contract document with G.A.S. Enterprises (previously approved by CC on 10/04/11) for Construction Management Services for the "Design And Construction Of A New Constable Building-Precinct One".

14. 10:12 am Closed Session: Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. AI-29778 Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

15. Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. AI-29779 Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

16. Closed Session: Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

17. Open Session: Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

18. Adjourn