



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

September 28, 2012

Easy Access Inc
Attn: Mr. M G (Mike) Braun/Project Manager
4200-A N Bicentennial Dr
McAllen, Texas 78504
Via E-Mail: mgbraun@hecorp.com
Re: E-11-142-11-29
Credit Card Payment Services-Hidalgo County

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 31, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, October 11, 2012, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

In addition please submit current insurance acord with Hidalgo County as the certificate holder.

By: _____

Date: 9/28/12

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2012


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 INSURANCE INSURER C: INSURER D: INSURER E:	NAIC #

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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	02BP182958-9	05/16/2012	05/16/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	04BA482687-8	05/16/2012	05/16/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	FBP2318395-11	05/16/2012	05/16/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 EASY ACCESS INC INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMET 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 AI 100170 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 
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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 it's 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.

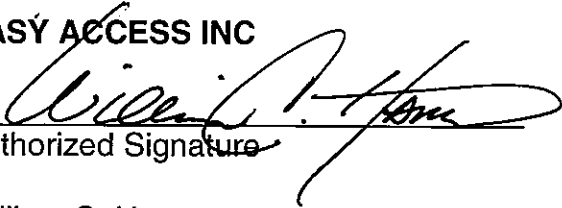
Approved by Commissioners' Court
on 11-29-11 RO

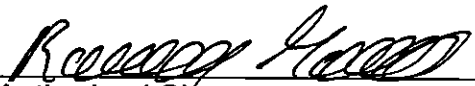
EAI:

CLIENT:

EASY ACCESS INC

HIDALGO COUNTY


Authorized Signature


Authorized Signature

William C. Hamer

Ramon Garcia

Typed

Typed

CEO

County Judge

Title

Title

12-2-11
Date


Date

Attest

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 Echavarría / 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

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



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.

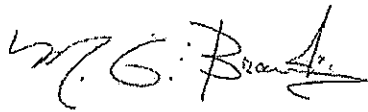
With the above said, ~~our management has decided to accommodate the County's request to "lock in the submitted rates for the convenience fee for the initial term (i.e. one year) with the option to re-negotiate the second term"~~ ✓ should that prove to be necessary. Please understand that as in the past, 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.

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN HIDALGO COUNTY, TEXAS AND
EASY ACCESS, INC**

This AMENDMENT to the PROFESSIONAL SERVICE CONTRACT (C-11-142-11-29) by and between **HIDALGO COUNTY, TEXAS** ("County") and **EASY ACCESS, INC.** ("Vendor") is entered into between the parties effective this 7th day of February, 2012.

WHEREAS, Company and County entered into a Contract effective November 29, 2011 in which Vendor agreed to provide certain services for credit card payment services (the "Contract") at various County facilities;

WHEREAS, the Contract now requires amendment in order to add additional County departments desiring to use the services specified in the Contract;

WHEREAS, the parties desire to amend the Contract as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Vendor agree to the following amendments to the Contract:

1. Section 28 as amended, by the addition of the following points of contact to the Notice Provision: **Community Supervision and Corrections Department**
Attn: Ms. Diana G. Solis / Project Manager
P O Box 970
Edinburg, TX 78540
Phone: 956-318-2833 Fax: 956-318-2488
2. Section 29, Exhibit A is amended by the addition of the following departments:
Community Supervision and Corrections Department
3. Section 32, Exhibit "D" is amended by addition of the following locations as Physical Locations of Professional Services:

Arnold Patrick, Executive Director
Hidalgo County Community Supervision and Corrections Department
Attn: Ms. Diana G. Solis / Project Manager

Probation Office
3100 So Hwy Bus 281
Edinburg, TX 78539
956-318-2833

Court Services
100 E Cano, 4th Floor
Edinburg, TX 78539
956-318-2833

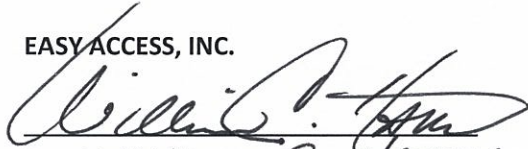
4. Section 33, Exhibit "E" is hereby amended by the addition of the following as Project Managers:

Hidalgo County Community Supervision & Corrections Department (2 locations)
Ms. Diana G. Solis

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

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

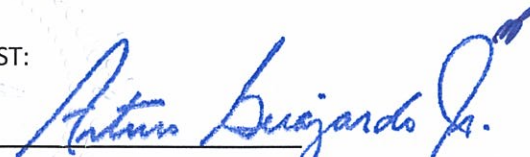
EASY ACCESS, INC.


By: William C. FLAMER
Its CEO

HIDALGO COUNTY, TEXAS


Ramon Garcia, County Judge

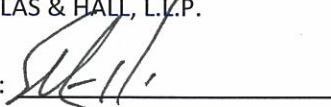
ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 2/7/12 RD

APPROVED AS TO FORM:

ATLAS & HALL, L.P.P.

By: 
Stephen L. Crain

APPROVED

AI-30567

23. A. 8.

CC REGULAR

Meeting

Date: 02/07/2012

Date:

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to add the Hidalgo County Adult Community Supervision and Corrections Department to current contract for "Credit Card Payment System", C-11-142-11-29 effective upon approval from Commissioners' Court.

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

[amendment1 ezaccess](#)

[contract ezaccess](#)

[crains amnd aprvl](#)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/24/2012 04:01 PM
Budget & Management	Merlen P. Munoz	01/24/2012 04:57 PM
Rosalinda Cantu	Rosie Cantu	01/27/2012 03:01 PM
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Yvette Islas Started On: 01/12/2012 11:01 AM

Final Approval Date: 01/31/2012

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

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
- a) Renovations of administration building
 - b) Other ongoing county owned building construction, renovation repair projects
 - c) Emergency situations occurring since last agenda meeting

4. **AI-30680** Acceptance and approval of pre-qualified firms submitting Statements of Qualifications for establishment of a "Pool" (as listed on the RFQ Acceptance Sheet attached hereto) for engagement through the established statutory and local protocol (i.e.-nomination by user, ranking by cc, negotiation of an agreement, etc.) on an "As Needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

- a. Architectural Services (RFQ No. 2012-001-01-18-MSS)
- b. Engineering Services (RFQ No. 2012-002-01-18-CGA)
- c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2011-003-01-18-SMA)
- d. Real Estate Appraiser Services (RFQ No. 2012-004-01-18-YZV)
- e. Surveyor Services (RFQ No. 2012-005-01-18-YZV)
- f. Construction Management Services (RFQ No. 2012-006-01-18-YSI)

with the effective date of said "pools" February 09, 2012.

5. **AI-30795** Acceptance and approval of the (final and approved by legal) the revised negotiated AIA Forms of Agreement between Hidalgo County and ERO International, dba, ERO Architects in connection with the following project: "Master Plan for the Courthouse."

6. **AI-30714** Acceptance and approval of Interlocal Cooperation Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo in connection with participation in Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance" including execution of document.

7. **AI-30784** Requesting approval to accept a Letter of Agreement, from contracted vendor, Quest Diagnostics (C-11-144A-11-22) and with authority for County Judge or Court member to execute document.

8. **AI-30567** Requesting approval to add the Hidalgo County Adult Community Supervision and Corrections Department to current contract for "Credit Card Payment System", C-11-142-11-29 effective upon approval from Commissioners' Court.

B. Pct. 1

1. **AI-30883**
- a. Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of \$326,883.20 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 1-Phase II" as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#2012-065-MSS; and
 - b. Acceptance and approval of an Interlocal Cooperation Agreement Project: "City Of Mercedes-provision of services for the installation of solar lighting" within the City through