



same rates, terms and conditions for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide comprehensive general liability insurance in connection with this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:           **The County of Hidalgo**  
                                  **Attn: County Judge**  
                                  **302 W. University Drive**  
                                  **Edinburg, Texas 78539**

If to Company           **Easy Access, Inc.**  
                                  **C/O Mike G. Braun**  
                                  **4200 N. Bicentennial Dr., Ste. A**  
                                  **McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. 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 sixty (60) day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Hidalgo County reserves the right to request the services from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Approved by Commissioners Court on: \_\_\_\_\_

**APPROVED AS TO FORM:**

**Atlas, Hall & Rodriguez, L.L.P.**

By: \_\_\_\_\_

## **EXHIBIT "A"**

# **Requirements/Scope of Services/ Terms and Conditions**

# EXHIBIT “A”

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

Hidalgo County

**“CREDIT CARD PAYMENT SYSTEM”**

RFP NO: 2013-196-12-27-MEG

**HIDALGO COUNTY**  
**“CREDIT CARD PAYMENT SYSTEM”**  
**RFP NO: 2013-196-12-27-MEG**

**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., Friday December 27, 2013. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**Deliver Submittal to:**  
**RFP Number: 2013-196-12-27-MEG**

**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 Monday December 16, 2013, at 5:00 P.M. at (956) 292-7612 or via email at [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) . Responses will be sent to all applicants via facsimile by Wednesday December 18, 2013. 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 PROPOSER.**

**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 PROPOSALS:**

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.

**DAVIS BACON ACT:**

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

**DURATION OF CONTRACT:** The initial term of the contract shall be for **(4) four Years**, with the County's option for an additional (1) **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"**.

**ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:**

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County any other applicable programs and agencies under Hidalgo County.

Any contract awarded to a successful proposers will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

Any award of a contract as a result of this invitation will be made by written notification from Hidalgo County Purchasing Department. At this time, the Company/firm must be prepared to immediately begin execution of the appropriated agreements.

**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, District Clerk, County Clerks, Justices of the Peace, Treasurer's and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' electronic 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 to or better. Any proposal that does not meet the minimum requirements and/or specifications will be rejected, including but not limited to:

- Hidalgo County reserves the right to award to multiple vendors if it's in the best interest to do so.
  - Hidalgo County reserves the right to terminated the contract with a (60) sixty day written notice prior to any cancellation.
  - Hidalgo County reserves the right to request **SELF-SERVICE KIOSK(S)** from awarded vendor thru this project which must have the capability to interface with Hidalgo County software, Scofflaw and/or database.
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 of all current and future staff
  5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (**P**ayment **C**ard **I**ndustry – **D**ata **S**ecurity **S**tandard) certification and have done so for an unbroken period of time that would number at least four (4) consecutive previous years to this request.
  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 individual customized public websites that are specific to individual County departments or offices for the collection of specific service fees and data collection provided through the form fields through public websites.
  8. Provide Internet Browser based collection services for the following departments:

- a. Tax Office Motor Vehicle
  - b. Tax Office Property Tax
  - c. County Clerk
  - d. District Clerk
  - e. Justice of the Peace Courts
  - f. Community Service Corrections
  - g. Third party cities or agencies.
9. The proposed solution must provide the County with a Real-time Administrator Module that will allow 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
  10. The proposed solution must provide the County with a [no cost to County] real-time interactive interface with the current County's Property Tax software vendor.
  11. The proposed solution must provide the County with a real-time interactive interface with the current Criminal Justice of the Peace legacy system that may be retired within the next 24 months
  12. 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 18 months
  13. The proposed solution must be able to provide on-line receipts for all credit card and electronic check transactions.
  14. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier
  15. Must provide on-line "real-time" on-demand reports on all counter and on-line 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 and court.
    - 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
  16. Provide daily "Live" Customer Call Service Desk support to the County staff and the client Credit Card users
  17. Provide daily "Live" credit card resolution assistance
  18. Provide a secured search site for Motor Vehicle clerks to search the Scofflaw database by any/multiple or all the following search criteria:
 

a	Date of Birth	h	City
b	Last Name	i	Case Number
c	First Name	j	Case Status
d	Middle Name	k	Warrant Status
e	Driver's License	l	Court Id
f	Citation Number	m	Date
g	Address	n	Search Type

19. Provide a Denial letter listing each department with each or multiple cases and absconder information. Must be able

to provide how many times denial letters are printed; daily, weekly, monthly and in other data parameters.

20. Provide a database merge from each of the following departments:
  - a. County Clerk
  - b. District Clerk
  - c. Justice of the Peace Courts
  - d. and any third party that the county enters into an agreement with
21. Provide on-demand online payment report of all transactions processed regarding non-scofflaw online payments
22. Provide on-demand online payment reports of all transactions processed regarding absconders
23. Provide a Public accessible website providing search of the Justice of the Peace, County Clerk, District Clerk, and other county managed Scofflaw database by the following search criteria:
  - a. Date of Birth & Last Name
  - b. Last Name & Driver's License
24. Provide secure online payment processing solution for Scofflaw Absconders through the Scofflaw website
25. Provide department specific transaction reports
26. Provide department specific settlement reports funding into County department designated bank accounts
27. The proposed solution must provide daily "live" Customer Call Service Desk to support County staff and the client eCommerce users".
28. The proposed solution must provide Hidalgo County with an integrated interface and related license from current vendor with the County's existing Scofflaw software solution providing:
  - i. Real time absconder aged as scofflaw
  - ii. Reporting of payment category determining Scofflaw and Non-Scofflaw eCommerce transactions for statistical report to County Judge's Budget office staff for analytics.
  - iii. Real time eCommerce transaction updates clearing absconder's status
29. The software requirements on the Kiosk must be licensed to use the following software products:
  - i. Scofflaw Collections, Justice of the Peace fines and fees collections, County Clerk and District Clerk collections
  - ii. API to the Tax Office's software vendor
  - iii. API to the County Clerk and District Clerk's internal collections vendor
  - iv. API to the County JP internal collections vendor
30. The proposed solution must provide Hidalgo County with integrated interfaces with the County's existing software solutions:
  - i. Hidalgo County Property Tax Software vendor
  - ii. Hidalgo County County Clerk
  - iii. Hidalgo County District Clerk
  - iv. Hidalgo County Justice of the Peace
  - v. Hidalgo County Community Service Corrections Department
31. The proposing vendor must provide "live" instructor directed training services for all current and future staff that will be responsible for managing all Kiosks.
32. The proposing vendor must provide on-line "real-time" on-demand audit reports on all Kiosk transactions based upon the following minimum guidelines:
  - i. Reporting of scofflaw and non-scofflaw specific eCommerce transactions
  - ii. All transactions specific to each type by department and identifier such as case or cause number or

property ID for each of the eCommerce payments made through the Kiosk

33. The proposed solution must be able to provide live receipts from the various licensed software solutions that the Kiosk will be interfaced with for all eCommerce transactions.
34. The proposed solution must provide for on-line Settlement reports for all transactions. These settlement reports should be separate reports that are distinguishable by the department and task that the collection was made for, as well as provide an overall County wide ability to view all transactions. Full download of all transactions by department, task, location etc. to be available in a file format acceptable to the County Departments.
35. The proposing vendor must provide a means by which the County can affect an eCommerce transaction reversal or credit including any additional fees paid for the transaction.
36. The proposing vendor must provide a resolution collection service *before* a Charge Back to the County account. Moreover, that resolution collection service must provide up to 21 days of 'Resolution / Collection Service' on prospective Charge Backs before the charge back can be generated.
37. The proposing vendor must have a Texas Scofflaw Application implemented
38. The proposing vendor must be a local vendor
39. The proposing vendor must have a support office within 65 miles of the County
40. The proposing vendor must have provided similar services for the County for the last 2 years
41. 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.
42. Provide a means by which the County can request a credit card transaction reversal
43. 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.
44. Must have the ability to add additional swipe machine and with the ability for signature from customers
45. The proposing vendor must provide daily "live" eCommerce resolution assistance.
46. Credit Card tokenization- This function is essential to allow taxpayers to set up advance payments via both checks and credit cards for future payments. Tokenization is a requirement to move ahead with the implementation of future e-payments. With the new law requiring tax collectors to allow all delinquent accounts which are homesteads to enter into installments payment agreements.

### **ADDITIONAL REQUIREMENTS:**

Provide a timeline for delivery of these services included but not limited to:

- Technical Plan
- Training Plan
- Implementations Plan
- And any other items for services required to be fully functional.

### **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 proposals 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, Kiosk 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, County Clerk's, Justices of the Peace offices and any other applicable departments, on-site visits are required. The following are the 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.

- |   |  |    |   |
|---|--|----|---|
| 1 | Paul Villarreal<br>Hidalgo County Tax Office (New Administration Bldg)<br>2804 S. Business Hwy 281<br>Edinburg, Texas 78539<br>Phone: 956-318-2157 Fax: 956-318-2733 | 8  | Justice of the Peace-Rosa Treviño<br>(Precinct 2, Place 2)<br>300 W. Hall Acres, Suite D<br>Pharr, Texas 78577<br>Phone: 956-787-1986 Fax 956-787-9343          |
| 2 | Hon. Laura Hinojosa, District Clerk<br>Hidalgo County Courthouse<br>100 N. Closner<br>Edinburg, Texas 78540<br>Phone: 956-289-7808 Fax: 956-318-2251                 | 9  | Justice of the Peace-Luis Garza<br>(Precinct 3, Place 1)<br>730 Breyfogle, Suite C<br>Mission, Texas 78572<br>Phone: 956-519-8422 Fax: 956-519-1796             |
| 3 | Hon. Arturo Guajardo, County Clerk<br>Hidalgo County Courthouse<br>100 N. Closner<br>Edinburg, Texas 78540<br>Phone: 956-318-2200 Fax: 956-318-2105                  | 10 | Justice of the Peace-Ismael Ochoa<br>(Precinct 3, Place 2)<br>730 Breyfogle, Suite A<br>Mission, Texas 78572<br>Phone: 956-581-2124 Fax: 956-581-2134           |
| 4 | Justice of the Peace-Gilbert Saenz<br>(Precinct 1, Place 1)<br>1902 Joe Stephens Blvd, Suite 301<br>Weslaco, Texas 78596<br>Phone: 956-447-3995 Fax: 956-447-9522    | 11 | Justice of the Peace-Charlie Espinoza<br>(Precinct 4, Place 1)<br>212 N. 12 <sup>th</sup> Ave.<br>Edinburg, Texas 78541<br>Phone: 956-380-4473 Fax 956-380-4029 |
| 5 | Justice of the Peace-Jesus Morales<br>(Precinct 1, Place 2)<br>1902 Joe Stephens Blvd, Suite 302<br>Weslaco, Texas 78596<br>Phone: 956-968-0707 Fax: 956-698-8872    | 12 | Justice of the Peace-Homer Jasso<br>(Precinct 4, Place 2)<br>222 N. 12 <sup>th</sup> Ave.<br>Edinburg, Texas 78541<br>Phone: 956-383-0921 Fax 956-383-7430      |

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

Norma G. Garcia, Hidalgo County Treasurer  
13 2810S.BusinessHwy.281  
Edinburg,Tx78539-6243  
Ph:(956)318-2506  
Fx: (956) 318-2507

Community Supervision and Corrections Department  
7 PO Box 970  
Edinburg, Texas 78540

**HIDALGO COUNTY  
CREDIT CARD PAYMENT SYSTEM  
RFP No. 2013-196-12-27-MEG**

**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.

<b>TURNKEY SYSTEM</b>					
<b>MAINTENANCE</b>	<b>1<sup>ST</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>Total</b>
HARDWARE	\$	\$	\$	\$	
SOFTWARE	\$	\$	\$	\$	
KIOSK	\$	\$	\$	\$	

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. During the evaluation process at the discretion of Hidalgo County participants may be requested to provide a demonstration of their product/services. 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"**

## **VENDOR'S PROPOSAL/FEE SCHEDULE**

# EZAccess®

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

Telephone: 956:682-3466  
Fax: 956:682-0906  
[www.HECorp.com](http://www.HECorp.com)

Letter of Transmittal

December 23, 2013

Ms Martha L. Salazar, CPPB  
Purchasing Agent  
Hidalgo County  
100 E. Cano, 4<sup>th</sup> Flr, Admin. Bldg.  
Edinburg, TX 78539  
Voice: (956) 318-2626 Fax: (956) 318-2629

Reference: RFP No. 2013-196-12-27-MEG "Credit Card Payment System-Hidalgo County"

Dear Ms Salazar,

Easy Access Inc (EAI) is pleased to submit our proposal for Hidalgo County's (HC) prospective "Credit Card Payment System" service through the [continued] use of our **Application Services Provider (ASP)** System. The proposed ASP solution is a business model construct where a third party entity manages and distributes Application Software Services (which in this case is our **EZ-NetPay™** Services) across a **Wide Area Network (WAN)** from a central data center. For purposes of this proposal the WAN will be identified as the decentralized global network referred to as the *Internet*. By using this network backbone, HC preserves the ability to utilize its pre-existing investment for access to this network. Within this proposal, EAI will provide a solution that will *unequivocally* meet HC's actual and implied specifications (for example please see Section 2.5.10, of this RFP response as it relates to "Live on-site" staff training and the range of training class sizes). This also includes the maximization of HC's pre-existing investment in its inventory of desktop PCs. Consequently, there will not be a *required* need for any additional hardware. Furthermore, this proposal will provide for all Service software support. As also requested in the RFP this Service will also provide for all "credit card processing supplies". As a result the only item that HC will need to provide for this Service will be the continued existing Internet communications conduit which can either be provided through simple pre-existing analogue telephone lines or HC's current network access to the Internet. This Credit Card Processing Service [and electronic check 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 (please see Section 4, "Fee Schedule" for the details of the Convenience Fees). Additionally, beyond the medium of credit cards, EAI will also provide a secondary method by which Hidalgo County tax payers can affect electronic payments. This method will be through the medium of what is referred to as an "Electronic Check". The fee for this additional service (like the Credit Card process service will be provided to the County at **No Charge**) can also be found in Section 4 of this RFP response. Additionally, this electronic payment processing facility will work with any financial institution of HC's selection.

Additionally, tethered to the Credit Card processing system will also be the continued use of the licensed software products; EZ-Justice and eJustice. Both of these programs are used as the backbone for the consolidated database management and collection of all **Scofflaw**

finest and fees. These previously considered uncollectable prior delinquent fines and fees from County Courts, District Courts and Justice of the Peace Courts have resulted in additional off-balance sheet revenue of over \$1.1 million to Hidalgo County.

Finally, because this *highly comprehensive* service will emanate from McAllen, response time for "all service calls" will be nearly instantaneous, far less than the 4-hour minimum that is usually associated in most requests of this type (our prior years of service to HC will unequivocally support this statement).

As evidenced by our proposal response in the ensuing pages, we have attempted to provide responses to all requested information requirements contained within your Request for Proposal (RFP). Please understand that our response is being provided based on the following assumptions:

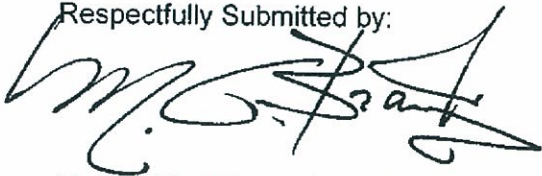
- \* It is our intention to include the response sections of the RFP as an attachment to the EAI Professional Services Agreement along with any additional information gained during the evaluation phase before contract approval and signing. For purposes of continuity, we have enclosed a copy of the current "Services" agreement that guides our existing relationship with Hidalgo County as it relates the current "Credit Card and electronic Payment processing agreement that EAI has with Hidalgo County. The only modification was in Section 28, "Notices" where we have updated the listing of the participating departments (please see page 9 of the RFP).
- \* In the event clarification is required to any mutual agreement to the scope of the project or currently defined specifications, a formal Response Change Document is used to provide a clear disclosure, clarification and agreement.

It has been our national experience with our clients that the use of this process provides for a clear set of expectations for both EAI and the client.

The enclosed response is subject to successful negotiation of a mutually acceptable Agreement. If EAI should continue to be HC's preferred vendor for this service, we will review together the enclosed [County modified] "Services" Agreement and HC terms and conditions in order to adopt a mutually acceptable agreement. Submission of this response does not denote acceptance by EAI of Hidalgo County terms and conditions.

We look forward to working with you on your project. If you have any questions, please contact me at 1:800:926-3466 at your earliest convenience.

Respectfully Submitted by:



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

MGB/ss

## 4. FEE SCHEDULE

### 4.1. CREDIT CARD FEES

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

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

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

## 4.2. ELECTRONIC CHECK FEES

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

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

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

**HIDALGO COUNTY  
CREDIT CARD PAYMENT SYSTEM  
RFP No. 2013-196-12-27-MEG**

**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.

<b>TURNKEY SYSTEM</b>					
<b>MAINTENANCE</b>	<b>1<sup>ST</sup> Year</b>	<b>2<sup>ND</sup> Year</b>	<b>3<sup>RD</sup> Year</b>	<b>4<sup>TH</sup> Year</b>	<b>Total</b>
HARDWARE	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00
SOFTWARE	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00
KIOSK *	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

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

\*Upon "request" by the County for "Kiosk(s)", the County and Easy Access Inc (EAI) shall agree on a County applicable configuration and companion scope of work that will fulfill the County's projected needs. Additionally, the maintenance on these to-be-determined EAI Kiosk(s) will be \$0.00.

## **EXHIBIT "C"**

# **INSURANCE REQUIREMENTS**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2013


<b>PRODUCER</b> THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	<b>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.</b>	
	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: THE HARTFORD INSURER B: TEXAS MUTUAL INSURANCE INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>
<b>INSURED</b> EASY ACCESS 4200 A N. BICENTENNIAL MCALLEN TX 78504-		

## 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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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	46SBAIG8968	05/16/2013	05/16/2014	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	<b>AUTOMOBILE LIABILITY</b> <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	46SBAIG8968	05/16/2013	05/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SBP0001168510-13	05/16/2013	05/16/2014	<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

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

<b>CERTIFICATE HOLDER</b> HIDALGO COUNTY ATTN: MARTHA SALAZAR CPPB PURCHASING AGENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539-	<b>CANCELLATION</b> 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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