

performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in **Exhibits “A” and “B”**. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **three (3) year(s)**, commencing on **May 28, 2024** and expiring on **May 27, 2027**, unless sooner terminated. The term of this agreement may be extended at the County’s sole discretion for additional **two (2) one (1) year term(s)** under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit “B”**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** 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, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of

County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. **INDEMNIFICATION.** COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: Easy Access, Inc.
 William C. Hammer, CEO
 4200 North Bicentennial Drive Ste. A
 McAllen, Texas 78504-4160

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the

parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. 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.

- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** 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.
- f. **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 ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with the Texas Local Government Code.
- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
 - ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under

this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

- n. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 14, 2024

Agenda Item No. 95207

Executive Office: _____

VENDOR:
Easy Access, Inc.

COUNTY:
COUNTY OF HIDALGO, Texas

William C. Hammer, CEO

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Robert Viña, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

EXHIBIT “A”

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET



**HIDALGO COUNTY
PROCUREMENT PACKET**

REQUEST FOR PROPOSAL

RFP No.: 23-0507-02-21-05

CREDIT CARD PAYMENT SERVICES

Acceptance Due Date: February 21, 2024 at 3:00 pm

Ignacio Amezcua MBA, CTCM, CTCDD
Hidalgo County Purchasing Director

Project Contact Information:

Pedro Cuadros, Contract Specialist I

(956) 318-2626 Ext: 4859

pedro.cuadros@co.hidalgo.tx.us

Hidalgo County
REQUEST FOR PROPOSAL
Credit Card Payment Services

TABLE OF CONTENTS

I.	INVITATION LETTER.....
II.	SUBMISSION DETAILS
III.	PROCUREMENT OVERVIEW
IV.	LEGAL NOTICE
V.	APPENDIX A - REQUIREMENTS/SPECIFICATIONS
VI.	APPENDIX B - EVALUATION CRITERIA.....
VII.	ELECTRONIC SUBMISSION DOCUMENTS

Attachments:

A - Appendix A - Specifications/Requirements

B - Appendix D - COI Questionnaire

C - Appendix E - Vendor Acknowledgment and HUB Declaration

D - Appendix F - Certification Regarding Debarment

E - Appendix H - 2 CFR

F - Appendix I - FHWA 1273

G - Appendix J - Proposer's Affidavit

H - Appendix K - Deficiencies and Deviations Form

I - Appendix L - Draft Contract

J - Appendix M - Reference Form

1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Saturday, February 10, 2024

RE: HIDALGO COUNTY - REQUEST FOR PROPOSALS

RFP NO.:23-0507-02-21-05 –Credit Card Payment Services

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

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

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD

Hidalgo County Purchasing Director

1.2. Contact Information

Project Contact:

Olga Garza

Contracts Division Manager
2802 S. Business Highway 281
Edinburg, TX 78539

Email: olga.garza@co.hidalgo.tx.us

Phone: [\(956\) 318-2626 Ext: 4882](tel:(956)318-2626)

Procurement Contact:

Pedro Cuadros

Contract Specialist I
2812 S. Business Hwy. 281
Edinburg, TX 78539

Email: pedro.cuadros@co.hidalgo.tx.us

Phone: [\(956\) 318-2626 Ext: 4859](tel:(956)318-2626)

Department:

Hidalgo County

1.3. Timeline

Release Project Date	February 10, 2024
-----------------------------	-------------------

Question Submission Deadline	February 12, 2024, 5:00pm
Question Response Deadline	February 14, 2024, 5:00pm
Proposal Submission Deadline	<p>February 21, 2024, 3:00pm (All times referenced in this procurement packet are Central Standard Time –CST)</p> <p>The proposal opening is open to the public. Proposal opening participants may attend the proposal opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Proposal opening may be limited due to capacity and will be on a first-come-first-serve basis.</p> <p>Live stream: https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09</p> <p>Meeting ID: 964 6467 6754</p> <p>Passcode: 545411</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number: https://hidalgocounty.zoom.us/u/abObUBYixl</p> <p>Join by SIP: 96464676754@zoomcrc.com</p>

2. SUBMISSION DETAILS

2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond):

- A. Submit responses electronically via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Wednesday, February 21, 2024, at 3:00 pm. **OR;**
- B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or Wednesday, February 21, 2024, at 3:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Pedro Cuadros
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Pedro Cuadros
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

FIRM INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed one-sided on 8 ½” by 11” paper.
- One (1) hard copy, marked “ORIGINAL” and two (2) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the firm’s name and the RFP number. Responses that are not identified with the RFP number on the outside, will be at risk of rejection.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation. **For the hand delivery option, the solicitation packet and all required documents can be found under the [#ATTACHMENTS](#) section:**

A. Cover Sheet

1. Company Name, Company Address, Company Phone Number
2. Project Name: Credit Card Payment Services
3. Procurement Number: 23-0507-02-21-05
4. Opening Date: Wednesday, February 21, 2024
5. Opening Time: 3:00 pm

B. Table of Contents

C. Required Confirmations/Documents

1. Legal Notice Declaration - **(Confirmation)**
2. Appendix "B" - Evaluation Criteria
3. Appendix "C" - Insurance Requirements
 - a. Proof of Insurance - **(Document)**
 - b. Insurance Requirement Acknowledgement - **(Confirmation)**
 - c. Project Requirements Acknowledgement - **(Confirmation)**
4. Appendix "D" - Conflict of Interest Questionnaire
 - a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable) **(Document)**

5. Appendix "E" - Vendor Acknowledgment and HUB Declaration
 - a. Vendor Acknowledgment - **(Confirmation)**
 - b. HUB Declaration - **(Document)**
6. Appendix "F" - Certification Regarding Debarment
 - a. Signed Certification - **(Document)**
 - b. SAM.gov Registration Acknowledgement - **(Document)**
7. Appendix "G" - Title VI Appendices
 - a. Title VI Appendices [A -E] - **(Confirmation)**
8. Appendix "H" - Required Contract Clauses For Contracts Under Federal Award
 - a. Byrd Anti-Lobbying Contract Clause - **(Document)**
 - b. 2 CFR 200 Certification - **(Document)**
9. Appendix "I" - FHWA 1273
 - a. FHWA 1273 **(Confirmation)**
10. Appendix "J" - Proposer's Affidavit - **(Document)**
11. Appendix "K" - Draft Agreement - **(Confirmation)**
12. Appendix "L" - Deficiencies and Deviations Form **(Document)**
13. Appendix "M" - References - **(Document)**
14. Company/Firm Response - **(Document)**
15. Addenda (when applicable; see Addenda under Legal Notice) - **(Confirmation)**

(Confirmation) = A confirmation is required for this section.

(Document) = A document submission is required for this section.

2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx>. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

3. PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified respondents interested in providing services for the "Credit Card Payment Services". Proposals will be received in accordance with the requirements attached hereto as Appendix "A". The response should address all requirements.

3.2. Pre-Proposal Meeting

If there will be a Pre-Proposal meeting the information will be included in Section 1 – Invitation Letter/Timeline.

3.3. AWARD

No award can be made until approved by Hidalgo County Commissioners Court. This RFP does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County and may be terminated at any time prior to execution of an agreement.

(a) Before awarding any contract, Hidalgo County Purchasing Department will verify, using the Federal System for Award Management (SAM) and the Texas Comptroller's Debarred Vendor List, that the offeror recommended for contract award has no unsatisfactory performance history that would prohibit awarding them a contract.

(b) The contract will be awarded to that responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the county, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to the County that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to this procurement.

(c) The County reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(d) The County may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in Pricing Schedule, offers may not be submitted for any quantities less than those specified, and the County reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(e) The County's execution of the Contract shall be deemed to result in a binding contract without further action by the offeror.

(f) The County may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the County prior to award.

(g) The County may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to the County.

3.4. TERM

It is intended that the initial contract term will be for three (3) years commencing on the date approved by Commissioners Court; with the County's option to renew/extend for an additional two (2) one (1) year terms, under the same rates, terms, and conditions.

3.5. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

3.6. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

3.7. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.8. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.9. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

3.10. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Monday, February 12, 2024, at 5:00 pm. Responses to properly submitted questions will be published in the PORTAL and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

3.11. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

3.12. COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Proposer acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

3.13. WAIVING OF INFORMALITIES

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

3.14. NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

4. LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as “Offeror”, “Vendor”, “Respondent”, or “Contractor”) submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as “Procurement Packet”) made by the County of Hidalgo (hereinafter referred to as “Hidalgo County” and “County” or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services. The Hidalgo County Purchasing Department webpage may be found at <https://www.hidalgocounty.us/143/Purchasing-Department>.

It is the Offeror’s sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern. Referenced appendices may be subject to change.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/CountyAdministrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

4.2. ACCESS TO RECORDS

In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

4.3. ACCOUNT CREATION FOR PAYMENT

Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor’s Office in order to establish an account with the County for payment, including information requested on Hidalgo County Vendor Enrollment Solution, Appendix “E” on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor’s Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4.4. ADDENDA

When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must sign in blue ink and include it in the returned submission package.

4.5. ASSIGNMENT

The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as “Commissioners Court”), or other applicable governing body.

4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on Appendix “B”, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners’ Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

4.7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

4.7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter’s 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

4.7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected

official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

4.7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix “C”**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. **Written verification may be provided by signing the Legal Notice Declarations page.** Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of February 15, 2023 fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)”.

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

4.7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

4.7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal

programs, or state assistance, as described under Executive Order 12549, “Debarment and Suspension.” The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at <http://www.sam.gov> with their response.

4.7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

4.7.8 Disclosure of Conflict of Interest.

4.7.8.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror’s employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County’s elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County’s elected official, department head, or employee, or the County official’s family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or February 15, 2023 attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

4.7.8.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

4.7.8.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit (Appendix "J") must be included in the response.

4.7.8.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

4.7.8.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as Appendix "D", must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at <https://www.hidalgocounty.us/161/CountyClerks-Office>. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

4.7.8.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352(2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in Appendix "H".

4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm February 15, 20237entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole source provider, does not receive any bids from a company that is able to provide the required written

verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

4.7.10 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

4.7.11 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, ignacio.amezcua@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

4.8.1 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix "E"**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation February 15, 20237(TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

4.8.2 Independent Contractor. Offeror must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Offeror under a contract entered into by the parties. Notwithstanding the foregoing sentence, Offeror represents and maintains that Offeror is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Offeror does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Any contract entered into between the parties and the performance of the same does not create an agency relationship or master servant relationship. Offeror agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received under a contract. Offeror will incur no financial obligation on behalf of the County without prior written approval of the County. Offeror will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Offeror or its affiliates provide the Services, except as otherwise set forth in this packet and/or any contract entered into by the parties. Offeror agrees to not take any action that is detrimental to, or not in the best interest of the County.

4.8.3 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law. Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

4.8.4 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award.** To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its email addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

4.8.5 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as attached hereto as Appendix “G”. Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan>.

4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

4.10. CONTRACT RENEWALS

Any extension or renewal of the agreement entered into by the parties are made at the County’s sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

4.11. CONTRACT TRANSITION (Grace Period)

In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

4.12. COST OF GOODS AND SERVICES

Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent’s net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

4.13. COUNTY APPROVED HOLIDAYS

The Offeror is advised that official County business will not be conducted on approved County holidays. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.

4.14. EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

4.15. FISCAL FUNDING

Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. February 15, 2023⁷ Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

4.15.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor

4.15.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix “H”**. It is the County’s intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

4.16. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party’s responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party’s conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

4.17. GOVERNING LAW

This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. **Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas.** Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

4.18. HIPAA COMPLIANCE

When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160and164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

4.19. INDEMNIFICATION

COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS’ FEES, February 15, 2023 REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS

THE COMPANY’S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

4.20. INSPECTIONS & TESTING

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate. The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County’s approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items’ nonconformity.

4.21. INSURANCE

Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix “C”: Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

4.22. LEGAL DOCUMENTS

Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney’s Office.

4.23. MAINTENANCE

Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix “B”**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

4.24. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
 - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
 - tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.
 - put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- Price increases are only valid for the quarter in which they are requested and approved.

- Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.
- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4.25. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

4.27. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

4.28. NEW MILLENNIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

4.29. PAYMENT UNDER CONTRACT

If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

4.30. PERFORMANCE ENFORCEMENT

Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

4.31. POST-AWARD DELIVERY INSTRUCTIONS

Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

4.32. POST-AWARD INVOICES AND PAYMENTS

Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will payon invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. Nocharges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: <https://www.hidalgocounty.us/143/Purchasing-Department>. The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

4.35. PROCUREMENT PACKET SUBMISSION

Offeror must comply with the following procurement packet submission procedures.

4.35.1 Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response. Late submissions will not be accepted for any reason.**

4.35.2 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

4.36. PROOF OF BUSINESS

Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix “E”**.

4.37. PURCHASE ORDER AND DELIVERY

The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix “B”**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

4.38. QUALIFICATIONS OF OFFEROR

Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

4.39. RECYCLED MATERIALS

Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

4.40. REFERENCES

If applicable, Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled. If Offeror has not had a project canceled, then please indicate so.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address, and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled. If Offeror has not had a project canceled, then please indicate so.

4.41. SCANNED OR RE-TYPED RESPONSE

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's procurement packet **as published** shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted according to the instructions contained within this procurement packet.**

4.42. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

4.43. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

4.44. SUBCONTRACTING

Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

4.45. TAXES

Hidalgo County is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the **Procurement Overview**. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent 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 the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

4.47. TERMINATION

Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which

Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

4.48. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

4.49. USAGE REPORTS

Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

4.50. WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

4.51. WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

4.52. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS

Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

5. APPENDIX A - REQUIREMENTS/SPECIFICATIONS

5.1. PROJECT REQUIREMENTS

Respondents can find the Requirements, Specifications under [#ATTACHMENTS](#)

APPENDIX “A”
Specifications / Requirements
Hidalgo County
“CREDIT CARD PAYMENT SERVICES”
RFP NO.: 23-0507-02-21-05

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, District Attorney’s, 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.

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 Attorney’s, 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 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 (**Payment Card Industry – Data Security Standard**) 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. Hidalgo County District Attorney
 - g. Community Service Corrections (Adult Probation)
 - h. 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
 - e. Reset individual user passwords
 - f. Change individual user location without the need to reset user's password
 - g. Grant multiple departmental locations to individual user for user selection upon logging in
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, including the CVV or card

verification value. The 3 or 4 digit number on the credit card designed to add an extra layer of security to purchases when not physically presenting the card.

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 e-Commerce 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, District Attorney's
 - 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
 - v. Hidalgo County District Attorney's
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 Clerk
 - iii. Hidalgo County District Clerk
 - iv. Hidalgo County District Attorney's
 - v. Hidalgo County Justice of the Peace
 - vi. 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 authorized county personnel authorizes the charge back to 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 Back 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 only online or telephone originated transactions.
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. 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.

46. The proposed system should provide for the automatic prompting of user password changes every 90 days. (rolling password expires)

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 Attorney's, 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 Attorney's Office, 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.

LOCATIONS

- | | | | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Paul Villarreal
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733 | 8 | Justice of the Peace- Dr. Sonia M. Treviño
(Precinct 3, Place 1)
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796 |
| 2 | Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251 | 9 | Justice of the Peace-Juan Jose Pena, Jr.
(Precinct 3, Place 2)
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134 |
| 3 | Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105 | 10 | Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
212 N. 12 th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029 |
| 4 | Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522 | 11 | Justice of the Peace-Andre Maldonado
(Precinct 4, Place 2)
222 N. 12 th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430 |
| 5 | Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872 | 12 | Community Supervision and Corrections
Department
Arnold Patrick, Executive Director
PO Box 970
Edinburg, Texas 78540
956-587-6000 |
| 6 | Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541 | 13 | Hidalgo County District Attorney
100 E Cano
Edinburg, Texas 78539
956-292-7600 |
| 7 | Justice of the Peace-Jaime Jerry Munoz
(Precinct 2, Place 2)
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343 | | |

**HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 23-0507-02-21-05**

PROPOSAL SHEET

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

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

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

Equipment required at Main Office:

Number of substations and equipment at each site:

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

TURNKEY SYSTEM					
MAINTENANCE	1ST Year	2nd Year	3rd Year	4th Year	Total
HARDWARE	\$	\$	\$	\$	
SOFTWARE	\$	\$	\$	\$	
KIOSK	\$	\$	\$	\$	

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

6. APPENDIX B - EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Understanding the Services/Methodology</p> <p>Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo.</p>	Points Based	<p>25 <i>(25% of Total)</i></p>
2.	<p>Ability to commit to all Services Required</p> <p>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 possible, especially contact persons and telephone numbers.</p>	Points Based	<p>30 <i>(30% of Total)</i></p>
3.	<p>Ease of Support System & Response Time</p> <p>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.</p>	Points Based	<p>20 <i>(20% of Total)</i></p>
4.	<p>Cost Fees and Warranty</p> <p>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.</p>	Points Based	<p>25 <i>(25% of Total)</i></p>

7. ELECTRONIC SUBMISSION DOCUMENTS

- Firms must complete the following sections.
- If the submission is electronic, please proceed with completing all sections. Required documentation will need to be downloaded, completed, and uploaded.
- If the submission is a hard copy, please print the entire packet and complete all sections manually. Required documentation will need to be printed, completed, and included as part of the submission.
- **Failure to submit a complete response may result in the rejection of the response as non-conforming.**

7.1. I confirm, that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

Please confirm

*Response required

7.2. LEGAL NOTICE DECLARATION

7.2.1. LEGAL NOTICE DECLARATION*

TO: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director

ATTN: Pedro Cuadros, Contract Specialist I

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: 23-0507-02-21-05 - Credit Card Payment Services

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Please confirm

*Response required

7.3. APPENDIX B

7.3.1. *Evaluation Criteria**

I confirm that as part of my submission, I will provide the proposal as required under "*Appendix B - Evaluation*" of this project.

Please confirm

*Response required

7.4. APPENDIX C

7.4.1. *PROOF OF INSURANCE**

Insurance Requirements

Applicable to the Acquisition of Goods and/or Services

(Other than Professional Services)

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

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.

2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.

3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;

4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas

Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.
- Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- F. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.

- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- M. Bidder shall make any other insurance documentation available to County upon request.

Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

*Response required

7.4.2. INSURANCE REQUIREMENT ACKNOWLEDGMENT*

I, an authorized representative for of my company, the company submitting this response, hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:
 - Professional Liability (Errors & Omissions)
 - Automobile Liability
 - General Liability
- have already been met, see attached copy of certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

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

Please confirm

*Response required

7.4.3. PROJECT REQUIREMENTS ACKNOWLEDGMENT*

This is to certify that I, an authorized representative of my company, possess all of the **APPLICABLE:**

1. Licenses
2. Bonds
3. Certificates
4. Permits
5. Other

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

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

Please confirm

*Response required

7.5. APPENDIX D

7.5.1. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [Appendix D - COI Questionna...](#)

*Response required

7.6. APPENDIX E

7.6.1. VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Please confirm

*Response required

7.6.2. HUB DECLARATION*

Please download the below documents, complete, and upload.

- [Appendix E - Vendor Enrollm...](#)

*Response required

7.7. APPENDIX F

7.7.1. *CERTIFICATION REGARDING DEBARMENT**

Please download the below documents, complete, and upload.

- [Appendix F - Certification ...](#)

*Response required

7.7.2. *SAM.GOV REGISTRATION**

Please enter your company's Legal Name and/or dba Name

*Response required

7.7.3. *FORM 1295**

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAREport.php>
- Reference the number 23-0507 and Credit Card Payment Services on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

7.8. APPENDIX G

7.8.1. *Title VI Appendices - (Please confirm that you have read, understood and agree)**

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and

the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

a. withholding contract payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the

U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Please confirm

*Response required

7.9. [APPENDIX H](#)

7.9.1. [REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*](#)

Please download the below documents, complete, and upload.

- [Appendix H - 2 CFR.pdf](#)

*Response required

7.10. [APPENDIX I](#)

7.10.1. [FHWA 1273*](#)

Refer to "Appendix I - FHWA 1273" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "Appendix I - FHWA 1273."

Please confirm

*Response required

7.11. [APPENDIX J](#)

7.11.1. [PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING*](#)

Please download the below documents, complete, and upload.

- [Appendix J - Proposer's Aff...](#)

*Response required

7.12. [APPENDIX K](#)

7.12.1. [DRAFT AGREEMENT*](#)

Refer to "Appendix K - Draft Agreement" in the [#ATTACHMENTS](#) section. Confirm that you read, understood, and agree with "Appendix K - Draft Agreement."

Please confirm

*Response required

7.13. [APPENDIX L](#)

7.13.1. [DEFICIENCIES AND DEVIATIONS FORM*](#)

Please download the below documents, complete, and upload.

- [Appendix L - Deficiencies a...](#)

*Response required

7.14. [APPENDIX M](#)

7.14.1. [REFERENCE FORM*](#)

Please download the below documents, complete, and upload.

- [Appendix M - Reference Form...](#)

*Response required

7.15. COMPANY/FIRM RESPONSE

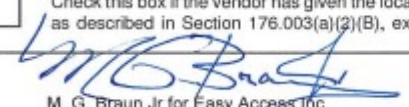
*7.15.1. COMPANY/FIRM RESPONSE**

Please upload your response to this RFP in accordance with Exhibit A - Requirements/Specifications.

*Response required

1.4. APPENDIX "D" – CONFLICT OF INTEREST QUESTIONNAIRE & TEXAS ETHICS FORM 1295

1.4.1. CIQ FORM – WITH COPY COUNTY CLERK FILING & FEE RECEIPT

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>Easy Access Inc</p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;"><u>Paul Villarreal</u></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>						
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>Easy Access Inc (EAI) has provided to the Hidalgo County Tax Office the credit card and electronic check payment processing service for well over a decade. In addition to this electronic payment processing service EAI has also custom designed the Tax Office's Scofflaw services solution by which the County can collect past due fines and fees, that in years past have gone uncollected. During this time frame the Tax Collector was Mr. Paul Villarreal. There is no family relationship between Mr. Villarreal and any of the officers or employees of EAI.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>						
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>						
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>						
<p>7 </p> <p>M. G. Braun Jr for Easy Access Inc Signature of vendor doing business with the governmental entity</p>		<p>2/13/24 Date</p>				
<p>Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015</p>						

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.



Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540

Main: (956) 318-2100 Fax: (956) 318-2105

ORIGINAL COPY

Receipt No: 20240215000079 Issued To: EASY ACCESS INC
Date: 02/15/2024 4200 N. BICENTENIAL
Time: 10:26AM
Deputy Clerk: Erika Gonzalez MCALLEN, TX 78504
Station: CH-1-CC-K35

Recording Fees

Item No.	Item	Document No.	Serial No.	GF Number	Amount
1	Real Property Recordings	3522855			\$39.00

Collected Amounts

Item No.	Payment	Transaction Id	Comment	Amount
1	Credit Card	128413	956-682-3466	\$39.00

Total Received: \$39.00
Order Total: \$39.00
Refund Due: \$0.00

Thank you.



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3522855

Billable Pages: 2

Recorded On: February 15, 2024 10:26 AM

Number of Pages: 3

CONFLICT OF INTESEST

*****Examined and Charged as Follows*****

Total Recording: \$ 39.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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

File Information:

Document No: 3522855
Receipt No: 20240215000079
Recorded On: February 15, 2024 10:26 AM
Deputy Clerk: Erika Gonzalez
Station: CH-1-CC-K35

Record and Return To:

EASY ACCESS INC
4200 N. BICENTENIAL
original returned to customer
MCALLEN TX 78504



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

2/15/24, 10:26 AM

EZNETPAY: Receipt

ARTURO GUAJARDO, JR
County Clerk
100 North Closser
P.O.Box 58
Edinburg TX 78540

Receipt

Location: 0

Employee: 122

Transaction Information

Transaction Type: Clerk Fees
ID: 2768
Year: 2024
Payment Amount: \$39.00
Service Fee: \$2.50
Total Amount: \$41.50

Payment Information

Payment Method: Credit Card
Card Type: VISA
Name on Card: BRAUN/BRAUN
Reference #: 128413
Transaction #: jsedrde2
Authorization #: 0 8 2 5 6 G
Processed Date: 02/15/2024
Processed Time: 10:26:09 AM
**** APPROVED ****

Transaction Details

Phone #: 9566823466

Thank you for your payment!
The payment amount charged on your statement will be notated by the words:
GOVERNMENT PAYMENTS
If you have any questions regarding this transaction, you can call us at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM Central Standard Time on Monday through Friday

...

Copyright 2024
v23.11.8

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Easy Access Inc
 McAllen, TX United States

Certificate Number:
 2024-1127417

Date Filed:
 02/23/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 23-0507
 Credit Card Payment Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

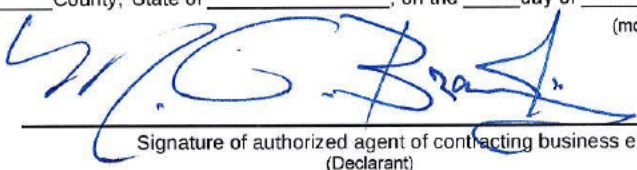
6 UNSWORN DECLARATION

My name is M. G. Braun Jr., and my date of birth is .

My address is 4200 North Bicentennial Dr., Ste A, McAllen, TX, 78504, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 23 day of February, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

1.5. APPENDIX “E” VENDOR ACKNOWLEDGMENT AND HUB DECLARATION

1.5.1. VENDOR ACKNOWLEDGMENT CONFIRMATION

7.6.1. VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Please confirm

*Response required

Note: At the time of this written RFP response, EAI attempted [on multiple occasions to register with the County’s new Vendor Portal “ConsiderMe”, each time that an attempt was made we received the following website response:



Vendor Portal is currently unavailable due to the database being down. Please try again later.

[Go to the Login page](#)

[Need Help?](#)



Copyright © 2024 Weidenhammer Systems Corp. All Rights Reserved.

EAI has been a registered vendor in good standing with Hidalgo County for well over a decade. With that said, EAI will continue to pursue its our efforts to try and formally register on the Hidalgo County "ConsiderMe" Vendor Portal.

1.5.2. HUB DECLARATION

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: 0 %
(List HUB Subcontractor information below).

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

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

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

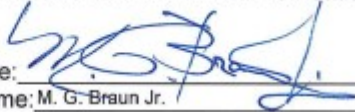
1.6. APPENDIX "F" – CERTIFICATION REGARDING DEBARMENT

1.6.1. EXECUTED CERTIFICATION

Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
 Print Name: M. G. Braun Jr.
 Title: Projects Director
 Telephone Number: 956-682-3466
 Date: 2-13-24

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

1.6.2. SAM.GOV REGISTRATION ACKNOWLEDGEMENT – VERIFIED SAM RECORD

2/16/24, 8:18 AM

SAM.gov

An official website of the United States government [Here's how you know](#)



Requests Notifications Workspace Sign Out

Home Search Data Bank Data Services Help

EASY ACCESS, INC

ID Assigned

Unique Entity ID
D8B6DMDQQ8K7

Physical Address
4200 N BICENTENNIAL DR STE A
MCALLEN, TX
78504-4160, USA

Version

Current Record

Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID:

D8B6DMDQQ8K7

VERIFIED SAM RECORD

EASY ACCESS, INC

4200 N BICENTENNIAL DR STE A
MCALLEN, TX 78504-4160
USA

Year of Incorporation
1987

State of Incorporation
TX

1.8. APPENDIX “H” – REQUIRED CONTRACT CLAUSES FOR CONTRACTS UNDER FEDERAL AWARD

NOTE: Easy Access Inc (EAI) has taken exception to the applicability of Appendix H ("CFR.pdf") [in Appendix L, "Deficiencies and Deviations Form" of this RFP response] because the offering from EAI to Hidalgo County for this engagement is a "services" offering that does not require any expenditures to EAI from the County (please see the "Proposal Sheet" of Appendix A) for this engagement. Therefore, "no funds under a Federal grant" will ever be necessary to be paid to EAI by Hidalgo County for this proposed engagement. With the aforementioned said, EAI will respond below to both items requested by the County for this section of our RFP response.

1.8.1. EXECUTED BYRD ANTI-LOBBYING CONTRACT CLAUSE

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, **Easy Access Inc.** certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Easy Access Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

M. G. Braun Jr. Digitally signed by M. G. Braun Jr.
DN: cn=Easy Access Inc, o=Civil, ou=County of Hidalgo, email=M.G.Braun@hispasun.com
Reason: I am the author of this document
Location: 2024.02.19 14:13:09-0500
Field: PDF Filter Version 12.0.0

Signature of Contractor's Authorized Official

M. G. Braun Jr, Projects Director

Name and Title of Contractor's Authorized Official

2-15-24

Date

1.8.2. EXECUTED 2 CFR 200 CERTIFICATION

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

- c. **Statement.** Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience.**

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement. Termination.** County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

- (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 29 C.F.R. Part 200, Appendix II, ¶ E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. **Applicability:** Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”**
- b. **Standard.** If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. **Key Definition:** The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act.

- a. **Applicability and Standard:** Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. **Statement:** Included in contracts as provided in section “7a” above.
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**

- a. **Applicability**: This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard**. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
 - (3) The contract is for Federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.
- c. **Statement**. **The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:**

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of entity serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.
- b. **Standard.** A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K.

Currently, applicable federal provisions provide that Covered Foreign country means the People's Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of "Affiliate" can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) **Prohibitions.**
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

- a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. Standard: As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ I
- c. Statement: The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. Changes.

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- b. Statement: The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. Access to Records

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. DHS Seal, Logo, and Flags

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).
- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre- approval.”

4. Compliance with Federal Law, Regulations, and Executive Orders

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.
- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

5. No Obligation by Federal Government

- a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor’s Name/Company Name: Easy Access Inc.

Printed Name and Title of Authorized Representative: M.G. Braun Jr., Projects Director

Signature of Authorized Representative: M. G. Braun Jr.

Date: 2-15-24

Digitally signed by M. G. Braun Jr.
DN: cn=Easy Access Inc, c=US, o=M. G. Braun Jr., email=mgbraun@easyaccess.com
Reason: I am the author of this document
Location
Date: 2024.02.15 14:08:10WST
Peak PDF Editor Version 12.0.0

<This area was left intentionally blank>

1.10. APPENDIX "J" – PROPOSER'S AFFIDAVIT

APPENDIX J PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, M. G. Braun Jr., being first duly sworn, deposes that:

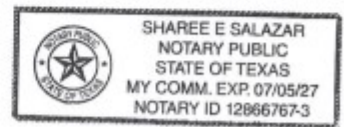
- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential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

Signature/Title: 
M. G. Braun Jr., Projects Director, Easy Access Inc

Subscribed and sworn to before me this 13 day of February, 2024.


Notary Public

My commission expires: 7/05, 2027



1.12. APPENDIX "L" – DEFICIENCIES AND DEVIATIONS FORM

DEFICIENCIES AND DEVIATIONS FORM

This form must be signed and included in your submission.

- The Respondent is to list ALL deficiencies and deviations from the Requirements or Specifications as outlined in this solicitation packet.
- Unless specifically listed below, the response will be considered to be in FULL compliance with this solicitation as released by Hidalgo County Purchasing Department.
- It is the Offeror's responsibility to submit a response that meets all minimum specifications stated within this solicitation. Because of the variations in manufacturer's conditions, the Offeror must compare their product with the required listed minimum specifications and identify any deviations.
- The Offeror should note that a descriptive brochure of the model is supplemental information, but is not sufficient nor acceptable as proper identification of deviations from written specifications.
- If awarded, and a deviation is identified after the fact, the awarded vendor assumes the responsibility and agrees to meet and fulfill all stipulated requirements of this solicitation at no additional expense to Hidalgo County.

Easy Access Inc (EAI)
 Company Name

M. G. Braun Jr.
 Signature of Authorized Company Official

M. G. Braun Jr.
 Name of Authorized Company Official

Projects Director
 Title of Authorized Company Official

1) EAI has taken exception to the applicability of Appendix "H" because the offering from EAI to Hidalgo County for this engagement is a pure "services" offering that does not require any expenditures to EAI from the County for this engagement (please see EAI's 4-Year "Turnkey System" \$0.00 costs in the enclosed "Proposal Sheet") for this engagement. Therefore, "no funds under a Federal grant" will ever be necessary to be paid to EAI by Hidalgo County (HC) as it might relate to the key pronouncements of Appendix "H".

2) EAI has taken exception to the substantive applicability of Appendix "I" ("Contract Provisions Federal-Aid Construction Contracts") because the offering from EAI to HC for this engagement is a pure "services" proposal, no "construction" is offered/required and since EAI's proposal does not require any expenditure to EAI from the County (please see EAI's 4-Year "Turnkey System" \$0.00 costs in the enclosed "Proposal Sheet") for this engagement. Therefore, "no funds under a Federal grant" will ever be necessary to be paid to EAI by HC as it might relate to the key pronouncements of Appendix "I" for "Federal-Aid Construction Contracts".

3) EAI has taken very limited exception to two (2) sections within the "Draft Contract" [Appendix "K"] of this RFP. The first segment under contention is section 9, "Non-Exclusive Services of Company". EAI would recommend the existing, mutually agreed to "Contract for Services" with HC as the framework for continued "Credit Card Payment Services" with Hidalgo County (please see the RFP Response Addendum of this RFP offering for a copy of the current agreement between HC and EAI). The second segment, would be subparagraph "o" ("Required Contract Provision for Contracts Subject o Federal Award), under section 13, "General Provisions". The main reason for this exception, is because as noted previously above, this engagement would never require the payment of any Federal funds by HC to EAI.

4) Paragraph 4, of "Draft Contract" -Consideration - This engagement does not require the County to pay EAI for this service

If necessary, please use additional sheets.

5) Paragraph 6, of "Draft Contract" -Equipment - makes reference to vehicles, no vehicle and/or Trucks will be required for this engagement.

1.13. APPENDIX "M" – REFERENCES

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: City of Rochester, New York
 Type of Organization: Government
 Address: 30 Church St., Rochester, NY 14614

Contact Person: John Fornof Title: City Treasurer
 Telephone: (585) 428-7451 E-mail: John.Fornof@CityofRochester.Gov

Project Information

Name of Project: eCITIZEN billing and collection system & secure payment processing system
 Scope of Work: Provide an integrated billing and collections system for in-house and public payment processing, automated, schedule and recurring payment for various departments via secure portal with real-time billing and payment posting.

Contract Period: From 03/16/2016 to Present
 Cost: Projected \$: 0.00 Actual \$: 0.00
 Timeframe (Include Unit Measure) Projected 90 days Actual 90 days
 Status as of 02/12/2024 (Circle One) Complete In Progress Canceled
 Date

Reference Two

Client's Name: Hidalgo County
 Type of Organization: County Government
 Address: 2804 S. Business Hwy 281, Edinburg, TX 78539

Contact Person: Pablo (Paul) Villarreal, Jr. Title: Tax Assessor/Collector
 Telephone: (956) 318-2157 E-mail: paul.villarreal@hidalgocountytax.org

Project Information

Name of Project: Ad valorem tax billing and collection system & secure payment processing system
 Scope of Work: Provide an integrated property tax billing and collections system for in-house and public payment processing, electronic tax bill, print services, escrow payments. Provide and support a customized Scofflaw collection system.

Contract Period: From 06/26/2023 to Present
 Cost: Projected \$: 0.00 Actual \$: 0.00
 Timeframe (Include Unit Measure) Projected 90 days Actual 60 days
 Status as of 02/12/2024 (Circle One) Complete In Progress Canceled
 Date

Reference Three

Client's Name: Cameron County
 Type of Organization: County Government
 Address: 835 E. Levee St., 1st Floor, Brownsville, TX 78520

Contact Person: Antonio "Tony" Yzaguirre, Jr. Title: Tax Assessor/Collector
 Telephone: (956) 544-0800 E-mail: TYzaguirre@co.cameron.tx.us

Project Information

Name of Project: Ad valorem tax billing and collection system & secure payment processing system
 Scope of Work: Provide an integrated property tax billing and collections system for in-house and public payment processing, electronic tax bill, print services, escrow payments.

Contract Period: From 10/29/2002 to Present
 Cost: Projected \$: 0.00 Actual \$: 0.00
 Timeframe (Include Unit Measure) Projected 90 days Actual 60 days
 Status as of 02/12/2024 (Circle One) Complete In Progress Canceled
 Date

Reference Four

Client's Name: City of McAllen
 Type of Organization: City Government
 Address: 311 N. 15th Street McAllen, TX 78501

Contact Person: Rebecca "Becky" Grimes Title: Tax Assessor/Collector
 Telephone: (956) 681-1330 E-mail: rmgrimes@mcallen.net

Project Information

Name of Project: Ad valorem tax billing and collection system & secure payment processing system
 Scope of Work: Provide an integrated property tax billing and collections system for in-house and public payment processing, electronic tax bill, print services.

Contract Period: From 12/21/2004 to Present
 Cost: Projected \$: 0.00 Actual \$: 0.00
 Timeframe (Include Unit Measure) Projected 90 days Actual 60 days
 Status as of 02/12/2024 (Circle One) Complete In Progress Canceled
 Date

Note: Additional References [on following page]

Reference One

Client's Name: United ISD
Type of Organization: Government
Address: 3501 E. Saunders, Laredo, TX 78041

Contact Person: Monical Madrigal Title: Tax Assessor Collector
Telephone: (956) 473-7906 E-mail: Jmomadrigal@uisd.net

Project Information

Name of Project: Ad valorem tax billing and collection system & secure payment processing system
Scope of Work: Provide an integrated property tax billing and collections system for in-house and public payment processing, electronic tax bill, print services, escrow payments.

Contract Period: From 10/29/2002 to Present
Cost: Projected \$: 0.00 Actual \$: 0.00
Timeframe (Include Unit Measure) Projected 90 days Actual 60 days
Status as of 02/12/2024 (Circle One) Complete In Progress Canceled
Date

Reference Two

Client's Name: City of Shreveport, LA
Type of Organization: Government
Address: 505 Travis Street, Shreveport, LA 71101

Contact Person: Angela Duncan Title: Deputy Director of Finance
Telephone: (318) 673-5400 E-mail: Angela.Duncan@shreveportla.gov

Project Information

Name of Project: Ad valorem tax billing and collection system & secure payment processing system
Scope of Work: Provide an integrated property tax billing and collections system for in-house and public payment processing, electronic tax bill, print services, escrow payments.

Contract Period: From 09/22/2020 to Present
Cost: Projected \$: 0.00 Actual \$: 0.00
Timeframe (Include Unit Measure) Projected 90 days Actual 60 days
Status as of 02/12/2024 (Circle One) Complete In Progress Canceled
Date

<This area was left intentionally blank>

2.2. PAYMENT CARD INDUSTRY – DATA SECURITY STANDARD (PCI – DSS) CERTIFICATE

The **Payment Card Industry Data Security Standard** is a worldwide information security standard assembled by the **Payment Card Industry Security Standards Council** (PCI SSC). The standard was created to help organizations that process credit card payments prevent credit card fraud through increased controls around data and its exposure to compromise. The standard applies to all organizations which hold, process, or pass cardholder information from any card branded with the logo of one of the major card brands, i.e, Visa, MasterCard, Discover and American Express.

Validation of compliance can be performed either internally or externally, depending on the volume of card transactions the organization is handling, but regardless of the size of the organization, compliance must be assessed annually. Organizations' handling large volumes of transactions must have their compliance assessed by an independent assessor known as a **Qualified Security Assessor (QSA)**, while companies handling very small volumes have the option of self-certification via a **Self-Assessment Questionnaire (SAQ)**. However, due to the highly secure nature of the stored or transmitted credit card data most regions of the Country have now modified these rules such that most of these SAQs must now secure a signoff by a QSA for final submission.

Enforcement of compliance is done by the bodies holding relationships with the in-scope organizations. Thus, for organizations' processing Visa MasterCard, Discover or American Express transactions, compliance is enforced by the organization's acquirer. Consequently, non-compliant companies who maintain a relationship with one or more of the card brands, either directly or through an acquirer risk losing their ability to process credit card payments and being audited and/or fined.

Note: The proposed solution has operated for more than seventeen (17) consecutive years under these very reliable and protected standards of credit card security. With regard to PCI, EAI has always opted for the more rigid standards of actually having an on-site audit performed by an Internationally recognized QSA auditing company, Security Metrics.

(Please see our current PCI-DSS Certificates on the following page)

2.2.1. CURRENT PCI-DSS LEVEL ONE CERTIFICATE

Certificate of Compliance

Payment Card Industry Data Security Standard

This is to certify that the company below has completed a PCI DSS level one onsite assessment and was validated by SecurityMetrics against the PCI Data Security Standards (version 3.2.1), endorsed by Visa, MasterCard, American Express, and other leading card brands. A Report On Compliance (ROC) was issued by a Qualified Security Assessor (QSA) for the following:

Hamer Enterprises/Easy Access/Texas Logic

Level One Service Provider

Report On Compliance: December 15, 2023

Conditions of issuing:

1. SecurityMetrics, Inc. has issued this certificate to indicate that Hamer Enterprises/Easy Access/Texas Logic has been assessed against the requirements of the Payment Card Industry Data Security Standards' (PCI DSS v3.2.1) validation methods and were found to be compliant on the date of issue only, no other guarantees are given.
2. This certificate should not be used as an official verification of compliance. Those needing to verify compliance should review the Attestation of Compliance (AOC) and/or the ROC. Official inquiries should be directed to the organization being reviewed.
3. The certificate offers no guarantee or warranty to any third party that the company is invulnerable to attack or breaches in its security, and SecurityMetrics accordingly accepts no liability to any third party in the event of loss or damage of any description caused by any failure in or breach of customer security.

Brian Budge

Brian Budge— Principal Security Analyst, CISSP, CISA, QSA

12/15/2023

Date

securityMETRICS®

<This area was left intentionally blank>

performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in Exhibits “A” and “B”. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of XX (X) year(s), commencing on **Month 00, 202X** and expiring on **Month 00, 202X**, unless sooner terminated. The term of this agreement may be extended at the County’s sole discretion for XX (X) additional XX (X) year term(s) under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit “B”**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** 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, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of

County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. **INDEMNIFICATION.** COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: Company Name:
 Attn:
 Address
 City, State, Zip Code

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the

parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. 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.

- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** 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.
- f. **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 ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with the Texas Local Government Code.
- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
 - ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under

this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

- n. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON Month 00, 20.

Agenda Item No.

Executive Office: _____

VENDOR:

Company Name

COUNTY:

COUNTY OF HIDALGO, Texas

Name, Title

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

ADA NAME, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)

EXHIBIT “B”

COMPANY’S RESPONSE

1.14. COMPANY / FIRM RESPONSE

1.14.1. RFP PROPOSAL SHEET

HIDALGO COUNTY CREDIT CARD PAYMENT SYSTEM RFP No. 23-0507-02-21-05

PROPOSAL SHEET

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

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

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

Equipment required at Main Office:

Number of substations and equipment at each site:

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

TURNKEY SYSTEM					
MAINTENANCE	1ST Year	2nd Year	3rd Year	4th Year	Total
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.

**Per the previous engagement with Hidalgo County - this proposal also includes the existing Kiosk as well as the inclusion for all of the maintenance associated with this hardware terminal device, all of which will be for \$0.00.*

1.14.2. CARD HOLDER / BANK ACCOUNT HOLDER CONVENIENCE FEE SCHEDULE

1.14.2.1. EASY ACCESS INC CREDIT CARD CONVENIENCE FEE SCHEDULE*

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).

Fee H		
Credit Card	Service Fee	
\$ 0.01 to	\$ 100.00 =	\$2.50
\$100.01 to	\$ 200.00 =	\$5.00
\$200.01 to	\$ 300.00 =	\$7.50
\$300.01 to	\$ 400.00 =	\$10.00
\$400.01 to	\$ 500.00 =	\$12.50
\$500.01 to	\$ 600.00 =	\$15.00
\$600.01 to	\$ 700.00 =	\$17.50
\$700.01 to	\$ 800.00 =	\$20.00
\$800.01 to	\$ 900.00 =	\$22.50
\$900.01 to	\$ 1000.00 =	\$25.00
\$1000.01 or greater =		2.5% of total

*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 recent changes in Federal Funds from the U.S. Central Bank, these costs could prove to be volatile, ever changing and therefore out of EAI’s 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 to keep this convenience fee rates 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**. Please note that even in some past temporary fluctuations, EAI has not changed it rates since the inception of its service to Hidalgo County and will do all within its power to continue to do so.

<Please see following page for Electronic Check Convenience Fee Schedule>

1.14.2.2. EASY ACCESS INC ELECTRONIC CHECK CONVENIENCE FEE SCHEDULE

Electronic Check	
Transaction	Convenience Fee
Any single cumulative transaction totaling \$0.01 to \$100.00	\$2.50
Any single cumulative transaction totaling \$100.01 to \$200.00	\$5.00
Any single cumulative transaction totaling \$200.01 to \$400.00	\$7.50
Any single cumulative transaction totaling \$400.01 to \$800.00	\$10.00
Any single cumulative transaction totaling \$800.01 to \$1,000.00	\$12.50
Any single cumulative transaction totaling \$1,000.01 to \$2,000.00	\$15.00
Any single cumulative transaction totaling \$2,000.01 to \$4,000.00	\$17.50
Any single cumulative transaction totaling \$4,000.01 to \$8,000.00	\$20.00
Any single cumulative transaction totaling \$8,000.01 to \$12,000.00	\$22.50
Any single cumulative transaction totaling \$12,000.01 to \$25,000.00	\$25.00
Any single cumulative transaction exceeding \$25,000.00	.1% of Transaction

<This area was left intentionally blank>

1.14.3. SUMMARY OF EASY ACCESS INC OFFERING

Easy Access Inc (EAI) is pleased to present this proposal which extends our current comprehensive electronic payment processing services to Hidalgo County: all as identified in the Request For Proposal (RFP) "Hidalgo County - Credit Card Payment Services, RFP No. 23-0507-02-21-05", all of which would allow EAI to continue to deliver its highly experienced support for the County's present and anticipated future needs (i.e., the API with Tyler's Odyssey case management system). EAI through its **eNetPay™** gateway solution would propose to continue to provide our tried and first-hand proven expertise for Hidalgo County via highly secure hosted hardware/software Services package, which has been in use by Hidalgo County since February of 2003. Moreover, this proposed solution will continue to meet and exceed the RFP's "*Specification Requirements*" (Appendix "A"). Consequently, EAI's forgoing proposal is designed to *effectively* and *efficiently* continue to support the County's existing investment in its pre-existing infrastructural hardware resources, i.e., desktop computer hardware and internal network elements. Easy Access Inc. is a McAllen; Texas based company with an *additional* support office in Fort Worth Texas. EAI is highly skilled in the development of information systems for the *exclusive* use of application software services by state and local governmental offices throughout the United States. Therefore, EAI can continue to demonstrate to Hidalgo County the proven **value-add** of being able to intuitively support the County Departments of; the Tax Office, Adult Probation, County Clerk's Office, District Clerk's Office, Justice of the Peace courts and the District Attorney Office. As a result, because our company has designed *underlying* "back end" application software systems for these kinds of departments and offices throughout the United States. Our services are well established and recognized throughout the Rio Grande Valley (including Hidalgo County) and extend from coast to coast with nearly 1300 active governmental installations throughout the United States.

Total Vertical Integration = State-of-the-Art Cost Savings and Ease of Use

As an Internationally award winning computer software developer for the *public sector* (IBM's International Beacon Award, Computerworld's Information Technology "Laureate" Award), EAI has historically provided acclaimed application software, hardware products and related support services which are used throughout a significant and impressive percentage of the public sector world, including Hidalgo County. This vertically integrated alliance of EAI and its hardware resources has repeatedly demonstrated the value of government and private sector entities working together to provide easily accessible, quality designed and cost conscious automated solutions.

Application Software Fit

Stated simply, Hidalgo County's Project Requirements for a "Credit Card Payment Services" solution are achieved by the *continued* use of our table driven highly flexible turnkey **Application Services Provider (ASP)** solution gateway; eNETPAY™. Our special knowledge of Texas County Government demands as well as our 19+ years of first-hand experience of this requested service with Hidalgo County will assure Hidalgo County that it will continue to receive a Service solution that is not only compliant with National and State requirements, but more importantly, meet the ever-changing specialized electronic payment processing demands as it relates to the special needs of Hidalgo County (*i.e., the custom development of the County's "Scofflaw" web based solution and our direct application program interface (API) with the County's ACT Property Tax System, as well as our unique services for the Check Fraud Division of the District Attorney's Office are just examples of our specialized skills in these various public sector disciplines*). Moreover, these diverse departmental needs are comprehensively addressed by the numerous real-time, on-demand audit reports that are so vital with such *integrated* solutions.

Why Choose Easy Access?

Your answer is simple: EAI has over four decades of operational and development experience in state and local governments throughout the United States, thus providing tremendous value to our *local* County government customers. Our interest extends beyond the delivery of our ASP Services software solution. At EAI we also bring to bear our subject matter expertise in such professional areas as; Adult Probation back-end Systems, Property tax billing and collection back-end systems, certified High Performance Computing hardware experts, cyber-security specialists who have actual [in the field] professional practicum experience which was developed in multiple recognized U.S. National Security agencies. Additionally, EAI can implement our **Better Business Practices (BBP) Methodology**, thus being able to offer proven in-the-field work-flow consulting expertise [which has evolved through installations throughout the continental United States, all of which in-turn can provide our clients with the value-added service of assisting in the streamlining of an individual departmental offices work, thus correspondingly contributes to improved productivity, which in-turn allows EAI users to be proactive, not just reactive to the ever-changing demands of a public sector office/department.

Over the last several years, our experience with County government clients throughout the United States has been with various size counties, ranging from our Home State here in Texas (and our current eCommerce Services for Hidalgo County), to that of New York State. The length and breadth of our highly diverse expertise is exemplified in some of our **specialized** and **highly specialized** features that have been provided to Hidalgo County over these past 195+ years to Hidalgo County. For example:

Specialized Features

- * A Credit Card Payment processing Services solution designed to provide the highest element of total encryption (AES 256-bit encryption, far exceeding the conventional 128-bit encryption). This advanced encryption protocol is provided at all levels of the transaction, including the overall security associated with being a level 1 PCI-DSS (**P**ayment **C**ard **I**ndustry-**D**ata **S**ecurity **S**tandard) certified payment processing provider – over seventeen (17) consecutive years of this highly coveted security certification. Additionally, EAI utilizes a very highly specialized database server platform from IBM that is still one of the very few platforms in the world that has not been compromised by external vulnerabilities. Additionally, this EAI platform is now one of the very few platforms in the world that is also designed to support 3 out of the 4 new NIST (National Institutes of Science and Technology) Quantum resistant security algorithms. Additionally, this IBM platform also supports an encryption standard that includes encryption At-Rest, in-Transit and in real-time memory, thus providing the only actual complete fully end-to-end At-Rest cryptography [even when the data is in main-memory].
- * A User-Defined Table-driven solution for identifying all current and future chargeable tasks, i.e., processing credit card payments for such services as a prior year's fines & fees, property tax bills, Filing Fees, County Court costs & etc. This characteristic alone provides literally indefinite solution expandability, and all at the user level.
- * On-Line receipts for all electronic payments (i.e., credit card)
- * A software services solution that has the flexibility of having a user defined Reference Identifier, i.e., a Court Case Number, a Court Bill of Cost or Receipt number & etc. Additionally, for the purpose of security and auditing parity, eNetPay™ also generates a *unique Internal Tracking Number* that is in addition to the user defined Reference Identifier. Together, these two identifiers provide an incomparable level of audit security parity.
- * A hosted hardware server system that has been superbly designed to provide superior redundant clustered capability and incomparable security by the invoking of security that provides not only 128-bit encryption, but also **Advance Encryption Standard (AES) 256-bit** capability.
- * A Software services solution that provides individual customized websites for all user departments

- * A Software services solution that incorporates the use of comprehensive audit reports as well as real time, on-demand ad-hoc reports. Based upon the fields that are currently utilized by the Services solution eNetPay™, the designated Administrator can generate reports in a myriad of various permutational constructs.
- * A software services solution that is designed to operate in multiple locations, yet managed from a central point or Administrator.
- * A software Services solution that is designed to store information *on-line* and in an *archival* modality for any given future year restoration requirements that may arise

Additionally

Highly Specialized Features

- * Provide “Live” **on-site** training for all present and future staff, with class participant sizes that can range from 1 participant to 20 participants
- * The provision of a payment processing solution that is available through an in-person counter modality as well as public access through the web
- * Creation of a custom public website that is specific to Hidalgo County for the collection of County directed fees and taxes
- * Optional use of HID (**H**uman **I**nteractive **D**eveloped) – these are unique magnetic strip swipe readers and / or the optional use of complementary electronic signature pads. The HID is a unique device that when incorporated into a client site installation can make a significant impact on individual staff performance. Moreover, because of the nature and design of this device, this card-swipe device can avert the severe vulnerability risk generally associated with credit card scanning devices, which in this instance is the exposure to the dangerous vulnerability known as cross-site (XSS) scripting.
- * A working real-time fully interface System with such County software applications such as the County’s property tax billing and collection system vendor, ACT as well as the County’s current “Universe” database solution for tracking delinquent fines and fees. These examples of custom designed API’s are designed to allow Hidalgo County citizens to pay outstanding obligations that can range from delinquent fines / fees and extend to the ability to pay a tax bill, and all from the convenience of an individual’s home PC. Moreover, these on-line payment functionalities are highly comprehensive, such that they will, once activated, trigger a function that will automatically update a department’s “back end” system, i.e., the County’s legacy tracking solution of fines and fees or the County’s ACT property tax database solution and all this is performed in a real-time manner. Beyond an additional contact point with Hidalgo County citizens, these interfaced solutions free County staff to address other demands that require staff intervention. This **value-add** service component provides very significant human resource saving, because it relieves the need for staff intervention. This relief for County staff ultimately means that County staff resources can now be deployed to other compelling demands, thereby maximizing existing staff resources as working task demands grow.
- * Provision of a “Live” Customer Call Service Desk to support the County staff as well as the credit-card users
- * Resolution Collection Service – before a Charge Back to the County’s bank account due to insufficient funds or 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 Checks”) collections that come about as a result of an Internet originated check. This service can contribute significantly to the reduction of HC staff intervention as it relates to non-sufficient funds transactions, which in turn also materially supports the County’s overall cash-flow demands.

- * On-line, On-Demand reports that provide among all other information the following County specific information:
 1. Daily transactions by unique task, i.e., property tax payment, motor vehicle fees, court fines and fees & etc.
 2. All transactions by date
 3. All transactions, by either week, month or real-time on a daily basis for all counter transactions
 4. All transactions by unique user-defined Employer Identifier
 5. Next-day Settlement reports for all transactions funded. These settlement reports are unique to Hidalgo County because they can be distinguished between County-wide Counter payments and On-Line Property Tax payments
- * FINALLY, the continued use of the fully integrated hosted **SCOFFLAW** collection website and real-time reporting sub-system – which has to date provided the effective means by which the County has been able to collect off-balance sheet absconded funds (*these absconded funds were previously uncollectable fines and fees that to date, has numbered well over \$39 million dollars since its implementation in Hidalgo County’s Tax Office and this amount is before the significant bank merchant services fees that would have been charged to the County, if the County had solely undertaken this task*), thus directly assisting Hidalgo County’s policy makers and public administrators in their efforts to materially off-set the rising costs that are associated with a County like Hidalgo County, which continues to experience higher public services demands for its growing population of citizenry.

In Conclusion

EAI offers Hidalgo County the **Best Value** proposal for meeting your objectives. EAI is confident that we offer Hidalgo County a Premium Value proposal, which fully and effectively utilizes the resources of not only EAI, but also EAI’s parent company, Hamer Enterprises (HE). EAI appreciates the opportunity to continue to assist Hidalgo County with our view of this procurement as being an additional step in extending our pre-existing long-term relationship with our hometown County. We are confident that the **Hidalgo County/EAI** teams will continue to produce improvements in the desired levels of services as well as continue in our efforts to provide unexpected enhancement to current expectations.

<This area was left intentionally blank>

1.14.4. UNDERSTANDING OF THE HIDALGO COUNTY PROJECT

1.14.4.1. HISTORY AND NATURE OF THE VENDOR

Easy Access Inc (EAI) [and its Parent Company, Hamer Enterprises] draws upon over 43 years of experience in both hardware and software system integration and implementation related to automated government management solutions (including all levels of **Property Tax Management** systems, **Adult Criminal Justice Probation and Supervision** Systems, **Justice of the Peace Court Management** Systems and various vital records management for a **County Clerk's** department). Additionally, as many states have moved to recover delinquent fines and fees by ensnaring "scofflaw absconders" or individuals who have skipped out on their prior adjudicated obligations, EAI has progressed to fill this void by creating highly specialized application software that will pursue recovery of these obligation. One case in point is the highly comprehensive 'hosted' **Scofflaw** solution that was *custom* developed for **Hidalgo County** in 2012. As a result of this first-hand knowledge in these multiple disciplines of Public Sector management, EAI enjoys a unique underlying understanding of why these divergent departments work the way they do and therefore what these departments need with regard to handling Credit Card and Internet originated electronic checks (*the optional "Electronic Check" service is only available through public on-line access*) payment functions. Moreover, EAI Company associates have been instrumental in authoring and instructing numerous automated governmental office related publications and curriculums which today has become industry standard literature and documentation. EAI is also a leading remarketer and business partner for numerous system software and hardware systems and their related components. As a result, these business partner relationships enable EAI to offer a comprehensive, highly coordinated total solution to state and local government offices of all sizes throughout the U.S. Pairing this native software and hardware mastery with our proven automated data and office management methodology and technical expertise, EAI possesses the unique ability to offer a superior total solution for any type of state or local governmental jurisdiction, no matter the size.

EAI and its parent company Hamer Enterprises (HE) are McAllen, Texas based corporations with a branch office in Fort Worth, Texas both of which provide products and services to state and local governments as well as school districts throughout the United States. Our development and support centers offer the highest degree of immediate 1-800 "Live" SUPPORT to our end users. EAI along with HE, have enjoyed years of experience in developing, implementing and supporting automated government office solutions offering turnkey hardware, software, conversion and maintenance solutions throughout their specialized industries.

Most often when software is developed the "end user" and data processing personnel are unable to speak "the same language". This causes a loss in translation and needs go unfulfilled. EAI feels it is essential for software systems to efficiently solve the day-to-day challenges that face government professionals and do so with ease without wading through screens and screens of unrecognizable computer programming terms. With that in mind, data processing personnel far removed from the day-to-day "workings" of a government discipline did not develop our systems. All of our solutions are painstakingly designed and developed by authors and users of the actual curriculum. No other firm in our industry can make such a claim. As a result, our ENetPay™ turnkey solution is much more than just a clearinghouse for electronic payments. Stated more precisely, EAI (*and its parent company, HE*) design and implement many of the back-end systems (*i.e., property tax collection, justice of the peace, Scofflaw / Absconder Management & etc.*) used by numerous county governments, including Hidalgo County. Consequently,

eNetPay™ is actually a solution that is **intrinsically** designed to complement these existing back-end systems [such as the County's soon to be implemented Odyssey case management system] with reporting tools that are designed **specifically** for these various departmental subdivisions of county government.

Today EAI has an extensive computer programming and support staff with the average analyst holding an extensive number of years of designated application experience. Because of our exclusive specialization in state & local government our experience in this arena is considered quite unique.

1.14.4.2. COMPREHENSIVE HIDALGO COUNTY CLIENT SITE OVERVIEW

1.14.4.2.1. High Level Statutory Summary – Hidalgo County Tax Office

1.14.4.2.1.1. Statutory Overview

According to the Texas Constitution, the Tax Assessor-Collector is a constitutionally required office for counties that exceed a population 10,000. From an historic perspective, the tax assessor-collector use to determine the value of property and then was tasked with the responsibility of collecting taxes within the county. The office could also contract with other governmental units to perform the same services. However, effective January 1, 1982, state law required that counties participate in a single appraisal district. Under this revision, many duties regarding property taxes that had been performed by the county tax assessor-collector, such as appraisal, became the duties of the office of the chief appraiser of the districts.

As a result, statutorily (Texas Tax Code, Title 1, Property Code, Chapter 31- Collections and Title 2, State Taxation, Chapter 152-Taxes on Sale, Rental and Use of Motor Vehicles) the Hidalgo County Tax Office is constructed on the premise of collecting the attendant taxes associated with these two areas of taxation. Although tasked with the collection of other types of taxes, these are the principal forms of taxes collected from this office.

1.14.4.2.1.2. Assessment Of Hidalgo County Tax Collector's Office

The Hidalgo County Tax Assessor-Collector's Office is organized into two (2) major areas of Tax Collection. In prior discussions [before the release of the current RFP] these 2 areas were previously reviewed on-site with Ms. Eva Mireles, Tax Department's Chief of Operations and Mr. Santos Castilleja, Accountant Auto License Department, and as such these 2 areas of the Tax Office can be characterized as follows:

1. Property Tax Collection of both Real and Personal Property Taxes for both residential and commercial taxpayers. Moreover, beyond the tax collection needs of the County entity, the County Tax Assessor-Collector also performs the task of collecting taxes for various other entities throughout the County and the consequent apportionment of those taxes collected.
2. Additionally, as an agent of the Texas Department of Transportation, the Tax Assessor-Collector is responsible for the registration and

licensing of motor vehicles owned by residents of the county and therefore the collection of the State's Vehicle Registration fees.

3. Finally, with the passage of Texas HB1597, the Hidalgo County Tax Office must now move forward with the implementation of this legislation which pre-eminently provides that Texas taxpayers now have the right [in specific circumstances] to an installment agreement of at least 12 months on a delinquent residence homestead if no other agreement has been made within the 24 months of the current delinquency. In order to extend this capability to individuals that want to make their prospective installment payments [automatically without any human intervention] via pre-scheduled electronic payment debits (i.e., credit cards), then this request would be implemented through EAI's use of "Credit Card tokenization" through the existing EAI Application Program Interface (API) with the County's tax collection / management software vendor, ACT. Since EAI is also an original author of tax collection / management software for Texas county governments we have first-hand integral knowledge of this new State statute and how it can be implemented for the Hidalgo County Tax Office. As a result, EAI is currently prepared to extend this technical functionality via the enhancement of the [long-standing] existing API which EAI has had with ACT.

1.14.4.2.2. Scofflaw [and Kiosk] Collections - Hidalgo County Tax Collector's Office

1.14.4.2.2.1. Statutory Overview [and constructed solution]

In 1997, 1999 and 2011 the 75th, 76th and 82nd Texas Legislature's amended the Texas Transportation Code. The result of these changes ultimately resulted in significant modification to the Texas Transportation Code, the gist of these changes is found in Section 502.010 and 502.185. These modifications provide the following;

(A) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives information that the owner of the vehicles:

- (1) Owes the county money for a fine, fee, or tax that is past due; or
- (2) Failed to appear in connection with a complaint, citation or indictment in a court in the county in which a criminal proceeding is pending against the owner.

(B) A county that has a contract with the department to provide information to the department necessary to make a determination under Subsection (a) of the above referenced Texas Transportation Code

(C) A county that has a contract under Subsection (b) of the above referenced Texas Transportation Code shall notify the department regarding a person for whom the county assessor-

collector or the department has refused to register a motor vehicle.

(D) After notice is received under Subsection (c), of the above referenced Texas Transportation Code the county assessor-collector or the department may not refuse to register the motor vehicle under subsection (a).

(E) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(F) A county that has a contract under Subsection (b) may impose an additional fee of \$20 to:

(1) A person who fails to pay a fine, fee, or tax to the county by the date on which the fine, fee, or tax is due, or

(2) A person who fails to appear in connection with a complaint, citation, information, or indictment in a court in which a criminal proceeding is pending against the owner.

(F1) The additional fee may be used only to reimburse the department or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

(G) In this section:

(1) A fine, fee, or tax is considered past due if it is unpaid for 90 or more days after the date it is due; and

(2) Registration of a motor vehicle includes renewal of the registration of the vehicle.

1.14.4.2.3. Assessment Of Hidalgo County Tax Collector's Office via Scofflaw Demands

In August of 2012, EAI expanded its long-term relationship with Hidalgo County by developing its current **Scofflaw** search and payment-processing web site services solution, secure integrated database and sustaining reporting subsystem. This integrated database is constructed to address the *secure* payment-processing of fines, fees and taxes from the County Tax Office, the various Justice of the Peace Courts, the District Clerk and the County Clerk (*this database also provides for the on-going merger of data from multiple municipalities throughout the County so that Hidalgo County municipalities can also participate in the non-standard collection process*). This sweeping database reflects the comprehensive nature of the EAI Scofflaw solution that also provides a real time aging and statistical analysis capability of the absconder's (*individuals that have attempted to avert their fine, fee or tax obligations*). This all-inclusive report was

designed to provide a comprehensive budgetary report for both the County Finance Department and the County Judge's budgetary staff [as it relates to all County eCommerce payment transactions be they Scofflaw or non-Scofflaw]. Additionally, this **total solution** currently provides for the following:

1. A customized search mechanism for the Motor Vehicle clerks that can search the Scofflaw database by any mix of the following search criteria:
 - a. Date of Birth
 - b. Last Name
 - c. First Name
 - d. Middle Name
 - e. Driver's License Number
 - f. Citation Number
 - g. Address
 - h. City
 - i. Case Number
 - j. Case Status
 - k. Warrant Status
 - l. Court ID
 - m. Date
 - n. Search Type
2. Creation of a *secure* Public Website that provides the general public with the ability to search the County's Justice of the Peace, County Clerk, District Clerk Scofflaw databases (*as well as any future Municipal Court databases*) via the following criteria:
 - a. Date of Birth & Last Name
 - b. Last Name & Driver's License
3. Create Departmental specific reports regarding applicable Scofflaw transactions
4. A 'Denial Letter' that lists each applicable department with each of the applicable cases and absconder information
5. A report of 'Denial Letters' generated for each absconder being denied a vehicle registration renewal
6. An on-demand online payment report of all transactions processed as it relates to the scofflaw website and the related absconders
7. Highly secure customized (**A**pplication **P**rogram **I**nterface) API's to third party products such as the County's revenue generated software solutions, i.e., *Tax Office's* application software, the *County Clerk* and *District Clerk's* internal collection application software and the *County Adult Probation Department's*

(*Community Supervision and Corrections Department – CSCD*) application software database as it relates to collections. Additionally, with regard to this database interface the currently merged database also has been designed to support a stand-alone Kiosk (that was provided by EAI for Scofflaw collections) in order to support an independent means by which the County could collect fines, fees, victim restitution and property taxes, without the need of staff intervention (please note that this Kiosk [including maintenance & software support], was and continues to be provided as an component of this RFP offering to the County at no-cost as long as an EAI agreement is in place).

8. An on-line “real-time” receipting and on-demand audit reports on all Kiosk transactions that are based on:
 - a. Reporting of Scofflaw [and non-Scofflaw] specific eCommerce transactions
 - b. All transactions that are specific to type, department and applicable departmental identifier, i.e., case or cause # or property ID for each of the eCommerce payments made through the Kiosk.
9. In order to maintain functional continuity, the EAI Kiosk solution was by planned-design, constructed to also include “Live” instructor directed training for all current and future staff that are, or that may be tasked, with the daily management of an EAI Kiosk.

1.14.4.2.4. High Level Statutory Summary – Hidalgo County District Clerks Office

1.14.4.2.4.1. Statutory Overview

The Texas Constitution article 5 section 9 states that: "There shall be a clerk for the District Court of each county. Furthermore, the Texas Government Code states the duties and powers of the Clerk of the District Court: "The Clerk of the District Court has custody of and shall carefully maintain and arrange the records relating to or lawfully deposited in the clerk's office." The district clerk shall:

- Record the acts and proceedings of the district court;
- Enter all judgments of the court under the direction of the judge;
- Record all executions issued and the returns issued on the executions;
- Process passport applications;
- Administer child support payments;
- Administer trust accounts for minors ordered by the courts;

- Keep an index of the parties to all suits filed in the court, and make reference to any judgment made in the case; and
- Keep an account of all funds collected by the office, by way of fines and fees, and the amount due jurors in district court for service.

As a result, the Hidalgo County District Clerk fulfills the obligatory statutory duties of being both the record custodian and fee officer for this area of the County.

Consequently, within the process of maintaining the above records as well as the support of the District Courts, there are occasions when citizens of the County will need to pay applicable fees and fines for County Court related actions.

1.14.4.2.5. Assessment Of Hidalgo County District Clerk's Office

The District Clerk's Office for Hidalgo County as a main stay provides services to the District Courts, law firms, and taxpayers. Stated more precisely, the District Clerk's Office has as its main duties the responsibilities of providing support staff for the District Courts and the County Courts at Law. Additionally, the Hidalgo County District Clerk works with the Judges to obtain timely disposition of all court cases. The District Clerk is the registrar, recorder, and custodian of all court pleadings, instruments, and papers that are part of any civil or criminal actions. From years of practical service to the District Clerks Office, that the Hidalgo County District Clerk's Office is organized into three (3) major areas of fines and fees Collection. These 3 areas are as follows:

1. Collecting Court Costs
2. Collecting fines to all state and local agencies
3. Collection of child support

Moreover, for purposes of future reference, the District Clerk and the Tax Assessor-Collector both utilize uniquely different administrative-collection software provided by two (2) separate vendors. Consequently, all receipts received through EAI's credit card transactions will in turn, be applied to client accounts and G.L. accounts through the use of these respective existing individual administrative-collection software systems for these 2 individual departments.

1.14.4.2.5.1. CURRENT OBSERVED NEEDS and SOLUTIONS

Additionally, and most germane to this RFP response is the fact that that all physical collections in this Department are now under the supervision of the **Collections Department of the County Clerk's Office**.

- In prior discussions [before the current installation of the eNetPay™ gateway services solution] the task of collections for the District Clerk's Office was discussed in detail from a workflow perspective. In that discussion it was ascertained from County Clerk's Collection Manager and the County Clerk's Office Manager that if the County would modify its current "Pay Now" button so that the user could have

a separate selection of either the “County Clerk” or the “District Clerk” sites, then the payments that are now coming in under one single area could be selectively apportioned at the time of payment, thereby eliminating a great deal of the need for the County Clerk’s Office to sporadically make internal transfers. Under the later upgraded version of eNetPay™, this request was accommodated in a very timely manner.

- Beyond the need to address the above-mentioned internal transfer tasks, EAI also found that there might be a need to enhance or speed up the task of entering data for electronic Court payment purposes, particularly in the field areas of:
 - Name
 - Amount to be Paid
 - Case number

As a workflow enhancement for the Hidalgo County installation, Easy Access quickly provided a suggested option by which this data might be more effectively **populated automatically** to the electronic forms that individuals must fill out when paying on-line. This suggested optional additional developmental workflow functionality would be contingent on the County agreeing to provide Easy Access with regular data file updates of all active Court payer constituents as well as what an EAI analyst might determine as it would relate to the full scope of work that would be entailed. This to be determined optional functionality would not only serve the purpose of expediting the process, but also serve as a means by which to verify that the user is entering correct pertinent data for their individual Court case. **Note:** *Because of the complexity of the work that would be necessary for such an effort, the cost of this additional developmental effort would necessitate a separate quotation because of the fundamental need to establish automatic scripting update calls to the County Clerk’s existing Court System database and the additional need to delve into the attendant detail storage demands that would be associated with this request.*

1.14.4.2.6. High Level Statutory Summary – Hidalgo County Clerk’s Office

1.14.4.2.6.1. Statutory Overview

The Clerk’s Office structure & characteristics are statutorily (Section 20, Article 5 of the Texas Constitution) constructed for the expressed purposes of serving as the Clerk of both the County Courts and the County Commissioners. As such, this department is responsible for keeping and maintaining records that pertain to the County Courts, Real and Personal Property, personal records, recording vital statistics; issuing marriage licenses and the administration of other miscellaneous licensing and recording requirements.

During the process of maintaining the above records and the support of the County Courts, there are occasions when citizens of the County will need copies of records or pay applicable fees and fines for County Court related actions. The County’s previous process (before EAI’s engagement in 2019) for collecting these fees and fines was either by cash or check. Within this

proposal, Easy Access Inc would continue to offer support this process through the use of secure Credit Card transactions and the entire service that is related to the processing of these transactions.

1.14.4.2.6.2. Assessment Of Hidalgo County Clerk's Office

The Hidalgo County Clerk's Office is organized into five (5) semiformal sub-departmental subdivisions. These 5 areas are as follows:

1. Vital Records Replication on Demand by Scheduled Fee, i.e., Certified copy of a Birth Certificate
2. Dedicated documents strictly for Deed Records Replication based upon a Scheduled Fee, i.e., Trustees Deed (*we have ascertained that there are approximately 33 of these special documents to date*).
3. County Court Administration, i.e., Collection of Court Costs & Fines
4. Filing Petitions & Lawsuits based on a Scheduled Fee, i.e., Unpaid Debts
5. Filing Probate instruments based on a Scheduled Fee, i.e., Probate of Will/Letters of Testamentary/Muniment of Title Filing

1.14.4.2.6.3. CURRENT OBSERVED NEEDS and SOLUTIONS

With regard to current Departmental needs, it was previously found that there were some significant functional demands that as noted above that are most germane to this RFP response. These needs were previously found to be mainly centered on the physical collections in this Department (both in the "Collections" and "Bookkeeping" areas) which provides collection services for both the County Clerk and the District Clerks Offices. Prior to the issuance of the 2013 RFP, the following were the high lights of the discussions that were previously held with the Collections Supervisor as well as the County Clerk's Office Manager. Which later formed the basis of the implementation of EAI's eNetPay™ gateway services solution for the County Clerk and District Clerks Offices. Since that time, there has been a steadfast readiness to assist this Department with any of its Credit Card needs.

- In prior 'workflow-collections' discussions [to both this RFP and the 2019 RFP] with County Clerk and District Clerk Office management, it was ascertained from our prior investigations that the *original* method of performing collections involved funding a single County bank account for both Departments. Since those discussions, the eJustice™ System that manages the on-line collections for the County Clerk and District Clerk [as well as the various JP Courts] was programmatically constructed to fund an individual court of jurisdictions individual bank account, thereby eliminating the backend accounting that was previously associated with collections for both the County Clerk and the District Clerk.
- Beyond the need to address the above-mentioned internal transfer tasks, EAI also found that there was a need to enhance or speed up

the task of entering data for electronic Court payment purposes, particularly in the data field areas of:

- Name
- Amount to be Paid
- Case number

As an enhancement for the Hidalgo County installation, Easy Access designed an interface to the County's data such that data now **automatically populates** the electronic forms that individuals must fill out when paying on-line. This modification [like many others that followed] was all performed at no cost to the County

- An additional pressing issue was the extensive number of NSF (**Non-Sufficient Funds**) checks that the Department receives and the inordinate amount of time that must be expended by the Department for the collection of these NSF checks. With the proposed solution, the County will continue to have the option in all departments to use Easy Access's Electronic Check. The Electronic Check solution is not a guarantee for funds, however it is a near instantaneous process that involves a high-speed review of financial experience data with regard to the Electronic Check issuer, thereby eliminating a great deal of the staff demands would be as it relates to the collection of these NSF items. Consequently, (as noted in section 2.14.3, "Summary of Easy Access Inc Offering", of this RFP response) this Easy Access proposal would provide our exclusive "Resolution Collection Service" for NSF Electronic Checks and Credit Card discrepancies. Essentially, this is a "bad" check collection service on an Electronic Check that is originated from the Internet. Upon notice of a "bad" check, Easy Access will deploy staff to attempt to collect this item and will perform this service (at no cost to the County) for a maximum of 21 days before a Charge Back to the County's bank account is executed. Given the original recognized effort, that both the Collections Supervisor and the County Clerk's Manager indicated that took place before Easy Access's intervention, a significant amount of staff time intervention can be eliminated as it relates to NSF collections. As a result of Easy Access's 21-day resolution, this process can prove to be an additional 'value-add', in reducing the operational demands currently placed on staff with regard to NSF checks.

Note: Within prior year local assessments, it was further ascertained that for purposes of unique designation, County staff personnel were provided with a unique designation that is comprised of both the Departmental Number and the Slot Number. When combined, each of the County's staff personnel now has a unique identifier. This aspect of the County's employee identification structure was custom constructed and integrated into the current version of eNetPay™ in order to identify and track all present and future transactions performed in with Credit Card transactions.

1.14.4.2.7. High Level Statutory Summary – Hidalgo County Justice of the Peace Offices

1.14.4.2.7.1. Statutory Overview

The Texas Constitution requires that each county in the State establish between one and eight justice of the peace (JP) precincts, depending upon the population of the county. Also, depending on the population of the precinct, either one or two justice of the peace courts are to be established in each precinct. There are approximately 825 justice of the Justice of the Peace courts in Texas. Moreover, [as noted by the “Annual Statistical Report for the Texas Judiciary”] Texas JP Courts collected \$309,022,186 of which \$208,170,214 was retained by the individual counties. In 2012 the University of Texas (Dallas) performed an assessment on the number of JP Court defendants that failed to either show up for court or were reclassified as absconders for not fulfilling the payment of adjudicated fines or fees. The estimate determined for these absconders was approximated to be 29%. At a minimum, if we apply that 29% value to the \$208,170,214 associated with counties of Texas then we see that at a bare minimum, \$60,369,362 could *theoretically* be lost in revenue to Texas counties due to this previous absconder conduct. This number takes on a more localized and significant value for Hidalgo County when one considers that Hidalgo County represents more than 2% of the State’s total population. If one simply extends this 2% value to the *hypothetical* annual absconder dollars, that loss of revenue to the County would theoretically translate to millions of dollars / year could be lost in annual revenue to the County. Since its inception in mid-2012, the EAI EZ-Justice / eJustice™ Scofflaw services System (website: <http://hidalgo.go2gov.net>) has recovered well over \$39 million dollars in past absconder fines and fees for Hidalgo County that here to fore would have gone uncollected in prior years (*and this amount is before the significant bank merchant services fees that would have been charged to the County, if the County had solely undertaken this task*). Moreover, this \$39 million dollars is a remarkable number when one also factors the number of absconders that are actually *transients* that have left Hidalgo County or are now deceased. With this all said, as previously noted, the eJustice™ Scofflaw services System has recovered for Hidalgo County an amount that has surpassed the the County’s original estimate for potential collection, and as previously stated, to date the EAI eJustice™ Scofflaw services System has recovered well over \$39 million for the taxpayers of Hidalgo County, thus substantially lessening the tax levy demands for Hidalgo County residents by this amount since its implementation in Hidalgo County.

1.14.4.2.7.2. Assessment Of Hidalgo County Justice of the Peace (JP) Offices

Currently, there are eight (8) JP Courts in Hidalgo County, those JP Courts are; Precinct 1 – Place 1, Judge Gilberto Saenz, Precinct 1 – Place 2 Judge Jesus E. Morales, Precinct 2 – Place 1, Judge Bobby Contreras, Precinct 2 – Place 1, Judge Jaime Jerry Munoz, Precinct 2 – Place 2, Judge (Dr.) Sonia M. Trevino, Precinct 3 – Place 1, Judge Juan Jose Pena Jr., Precinct 3 – Place 2, Judge Charlie Espinoza, and Precinct 4 – Place 1, Judge Andre Maldonado, Precinct 4 – Place 2. In Hidalgo County, the Justice of the peace performs the functions of a magistrate and conducts inquests. Moreover, a justice of the peace may:

- Issue warrants for search and arrest
- Conduct preliminary hearings
- Hears adjudicated Class C Misdemeanor cases
- Administer oaths
- Perform marriages
- Serve as a coroner in counties where there is no provision for a medical examiner
- Issues local Registrars of Birth and Death Certificates
- May serve as a coroner where there is no provision for a medical examiner

In addition to the above, the JP courts also function as a small claims court in civil matters in which exclusive jurisdiction is not in the District or County courts and the amount in controversy does not exceed \$10,000.

With all of the above said the cost of deferring the expense for these services are in many instances offset by the levy of various types of fines and fees. As a result, the secure eNetPay™ gateway tool provides the various JP courts in Hidalgo County with a simple to use alternative method by which to collect these fines and fees. Moreover, like all the other departments in the County that collect fines and fees, the eNetPay™ gateway services solution currently provides on-line reports by which to balance revenues and in some instances track transactional performance. Additionally, at the inception of “Operation Clean Slate” it was determined/estimated County leadership that approximately \$41 Million in prior year’s delinquent fines and fees (that could be traced to JP Court absconders) might be able to be collected over time, and as noted previously, the amount collected to date by the EAI Scofflaw services System is well over \$39 Million since its installation in 2012 (*and as previously stated, this amount is before the significant bank merchant services fees that would have been charged to the County, if the County had solely undertaken this task*). Moreover, as noted by the Hidalgo County Tax Collector [in 2016], this unbudgeted revenue stream proved to be a superior service to the County, which materially helped the County avert property tax increases.

1.14.4.2.7.3. Current Special Observation

With regard to current Justice of the Peace Departmental demands, we have observed that there has been a meaningful increase in payment processing for the JP Courts. In prior years, there have been literally thousands of possible school truancy cases that were in a hold status pending existing legal action regarding the various Court’s varying levels of engagement in these types of juvenile offenses. At present we are not aware of the status of these cases, however, in prior years our consulting staff examined this possible additional work demand on the County JP Courts and felt swayed, that should these cases be actually be activated all at one time in the future, that the courts would *not* be adversely affected, because the continued use of the proposed [comprehensive] EAI electronic payment processing service’s offering’s would materially help facilitate the ability of the JP Courts to process their current revenue and report/accounting demands in an effective manner, thus further allowing all other County wide departmental payment transactions to be also affected in a quick and effective manner.

1.14.4.2.8. District Attorney's Office – Check Fraud Division

In the State of Texas, the district attorney is elected from a judicial district for four (4) years. The district attorney is primarily an attorney for the state and attends to the state district court, although not exclusively. The district attorney may represent various state agencies when the Attorney General does not do so. In addition, the district attorney may assist the State Attorney General's Office in enforcing the rule and regulations of state agencies and the conduct of state officials (for example, the Public Integrity Unit in Travis County).

In some Texas counties, the duties of the district attorney are centered primarily on prosecution of felony criminal offenses; in others, the district attorney may be responsible for civil suits concerning the state, as well as misdemeanor offenses. The district attorney also has an advisory function in regard to county and state officials. The various statutes regulating the prosecuting and judicial duties of the district attorney, as well as the court-related functions regarding state agencies, are numerous and are centered on both State government codes as well as local government codes. For the Hidalgo County engagement, the "HotCheck" Fraud Division of the Hidalgo County District Attorney's (DA) Office has previously called upon Easy Access to provide Credit Card processing services as an alternative mechanism for the purposes of collecting funds for a check that was issued by an individual that had insufficient funds for a check payment.

Ultimately, the mission of the "Hot-Checks" Division is to investigate, prosecute, and collect monies from hot-check writers in order to reimburse their victims. The "Hot-Checks" Division is one of the few divisions at the Hidalgo County District Attorney's Office that is able to take reports of criminal conduct directly from the victim of the crime. There is no cost to the victim to submit checks to the District Attorney's Office for prosecution and collection. This division of the County DA's Office is statutorily supported by the following Texas Penal codes; §31.03 theft, 31.04 theft of service, 31.06 presumption of theft by a check and 32.41 issuance of a Bad Check.

1.14.5. SUMMARY CONCLUSION

Within the local realm of prior years' experience via on-site assessment, it has been ascertained that for purposes of unique description, County staff personnel are currently provided with a unique designator that is comprised of both the Departmental Number and the Slot Number. When combined, each of the County's staff personnel now has a unique identifier. This aspect of the County's employee identification structure has played an important role in identifying and tracking both present and future transactions performed in all Credit Card transactions within Hidalgo County.

As a result of the previous described prior years of on-site observations and experience with Hidalgo County, the following observations are implicit understandings that will drive any type of Credit Card transactional hosting Service proposal. **First**, within the County Tax Collector's Office there are proven demands for the collection of both Property Taxes as well as Vehicle Registration – particularly vehicle registration collections that must first be verified that no outstanding fine or taxes are due. **Second**, the Tax Office has historically had one of the most labor-intensive departments in the

County due to the tens of thousands of individual property tax collection transactions that must be handled individually by Tax Office staff operators. Therefore, since electronic payment processing provides a unique opportunity for improving staff efficiency as it relates to the entry of these individual transactions, it will be incumbent that the successful vendor be able to provide a proven programmatic API (**A**pplication **P**rogram **I**nterface) to the Tax Office's Tax Collection software (ACT) – the current Hidalgo County Property Tax Office API was implemented in 2008 and is mature and functions highly effectively and efficiently as it relates to reducing staff intervention demands. Additionally, with the advent of Texas HB 1597 (in 2013), the Tax Office has been tasked with the need to now fully implement all aspects of this new Texas Tax Code, which now incorporates the use of credit card tokenization so that the County can more fully comply with the intent of Texas HB 1597, which provides for [in certain circumstances] the use of a special installment agreement for delinquent taxpayers [up to 12 months]. This additional installment payment method will need to materially incorporate the use of electronic payments in a prescheduled manner and do so without the need for individual staff intervention for each of these installment transactions. EAI has a first-hand knowledge of how this will impact the County Tax Office because EAI is also the original author of a Property Tax Management System for counties that are comparable in size to Hidalgo County (i.e., the Travis County Tax Office). As a result, the existing API with the ACT tax collection System has [and will continue to have] the direct result of allowing the Tax Office's very large database to be updated without the need of demanding staff intervention, thereby allowing the tax Office to more effectively deploy their scarce human resources. Moreover, with the full implementation of HB 1597 the need for this type of tokenization has also called for the need for actual subject matter expertise and programmatic resources, all of which are encapsulated in EAI's proposed offerings, in order to fulfill these on-going Tax Office demands. **Third**, due to the diversity of various fines and fees that emanate from the Clerk's Office, the District Clerk's Office and the various JP Offices, there has proven to be a compelling need to provide not only on-line payment access by Hidalgo citizens, but a comprehensive library of on-line reports (*these are real-time reports that can be pulled on demand and be up-to-date to the minute*) that support the audit requirements of these Offices, but also the need to have in many instances individual payment web sites that will allow Hidalgo County residents the ability to pay many of their attendant court fees / fines and taxes on-line so that the County can realize their goal to maximize existing human resources. Moreover, as observed and experienced [by County management], the proposed solution has the proven ability to easily work in various remote locations where the access to the System must be through a wireless laptop. As a result, the continued use of the proposed solution will very effectively meet the present and future demands that Hidalgo County will need as it relates to a comprehensive, vendor-hosted, electronic payment solution.

<This area was left intentionally blank>

2. PROPOSERS' QUALIFICATIONS

2.1. SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS – REQUIREMENTS

As noted below, EAI will meet all the specifications of this RFP and more importantly can do so *immediately* thereby eliminating any chance of service interruption to both the County and the citizens of Hidalgo County.

1. "Provide a browser-based turn-key Credit Card / Internet Check Payment processing Application Services Provider (ASP) solution":
Response: Yes.
2. "The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive of all support cost".
Response: Yes.
3. "The proposed solution must provide 128-bit encryption."
Response: Yes, the proposed solution now exceeds this requirement via the use of the Advanced Encryption Standard **AES-256-bit** cryptology. Please note that EAI's systems are also now designed to work with the future planned encryption algorithms that are Quantum based – the new IBM Power10 database server is designed to provide the mechanisms by which to make encryption for EAI "Quantum resident" via the use of ultra-high speed storage devices [i.e., NVMe (Non-Volatile Memory express) drives] that will also allow full encryption at the system memory level, thus providing for encryption all stages of data receipt and storage.
4. "The proposing vendor must provide "live" instructor directed training services for all current and future staff".
Response: Yes.
5. "The Credit Card processing provider must hold a current Level-1 Service provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification" and have done so for an unbroken period of time that would number at least four (4) consecutive years to this request
Response: Yes. EAI has held this designation for over 17 consecutive years (since December of 2007).
6. "The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web"
Response: Yes.
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 public websites".
Response: Yes.
8. "Provide Internet Browser based collection_services for the following departments:
 - i. Tax Office Motor Vehicle
 - ii. Tax Office Property Tax

- iii. County Clerk
- iv. District Clerk
- v. Justice of the Peace Courts
- vi. Hidalgo County District Attorney
- vii. Community Service Corrections
- viii. Third party cities or agencies”

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

9. “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
 - (e) Reset individual user passwords
 - (f) Change individual user location without the need to reset user’s password – **NOTE:** at present for security purposes, the user’s password is connected to the user’s location. However, if the County desires this change, then this can be affected quickly and without any cost to the County – this type of flexibility was built into the current offer in 2013, should the County desire this type of expanded security flexibility.
 - (g) Grant multiple departmental location to individual user for user selection upon logging in – **NOTE:** a user can be provided multiple department location authority via the password and the Partner ID that the user profile has, thereby allowing a user to have multiple departmental authority.

Response: Yes, this functional request was more than satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

10. “The proposed solution must provide the County with a [no cost to County] real-time interface with the County’s Property Tax Software vendor, ACT”

Response: Yes, The proposed solution has an existing (working) direct interface with the County’s property tax software vendor (ACT) so that credit card payments, be they from the public web site (provided by Easy Access Inc) or from the Counter, are programmatically “real-time” entered into the County’s ACT property tax collection system – thereby dramatically reducing staff time intervention for purposes of posting a payment and issuing a receipt. Moreover, previous conversations and “walk-throughs” with Ms. Eva Mireles, Chief of Operations, revealed that the existing eNetPay™ gateway solution had abundantly met all of the Departments needs and that the “Live” local support had materially been a very significant part to contributing to the operational success of their Office.

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**.

Response: Yes, this functional request was agree to in our 2013 engagement with Hidalgo County and continues to be available in this new request.

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”.

Response: Yes. The EAI programming / development team was prepared to work Tyler Technology in 2019, when this implementation was then planned to become operational within 12 months of the issuance of the 2019 RFP. Since that time EAI has already performed some of the work necessary for this interfacing with the Odyssey System from Tyler Technology. Unfortunately, changes in senior County IT management forestalled the final implementation of this interfacing effort.

13. “The proposed solution must be able to provide on-line receipts for all credit card and electronic check transactions”

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

14. “The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier including the CVV or card verification value. The 3 or 4 digit number on the credit card designated to add an extra lay of security to purchases when not physically presenting the card”

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

15. “Must provide on-line “real-time” on-demand reports on all counter and on-line transactions based upon the following minimum guidelines:

- i. Daily transactions by unique task, i.e., property tax payment, motor vehicle fee, court fines & etc.
- ii. All transactions by date and court
- iii. All transactions, by either week, month or real-time on a daily basis for counter transactions
- iv. All transactions by unique user-defined Employee Identifier”

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

16. “Provide daily “live” Customer Call Service Desk support to County staff and the client Credit Card users”.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

17. “Provide daily “live” credit card resolution assistance”.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

18. Provide a secured search site for Motor Vehicle clerks to search the Scofflaw database by any/multiple or all the following criteria:

- | | |
|------------------|----------------|
| a. Date of Birth | h. City |
| b. Last Name | i. Case Number |
| c. First Name | j. Case Status |

- d. Middle Name
- e. Driver's License
- f. Citation Number
- g. Address
- k. Warrant Status
- l. Court ID
- m. Date
- n. Search Type

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

19. "Provide a Denial letter listing for 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.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

21. "Provide on-demand online payment report of all transactions processed regarding non-scofflaw online payments".

Response: Yes, this request has always been an integral part of all of EAI's engagements with Hidalgo County.

22. "Provide on-demand online payment reports of all transactions processed regarding absconders"

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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 Criteria:"

- a. Date of Birth & Last Name
- b. Last Name & Driver's License

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

24. "Provide secure online payment processing solution for Scofflaw Absconders through the Scofflaw website."

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

25. "Provide department specific transaction reports"

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

26. Provide department specific settlement reports funding into County department designated bank accounts.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

27. "The proposed solution must provide daily "live" Customer Call Service Desk support to County staff and the client eCommerce users".

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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"

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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, District Clerk collections and District Attorney's
- 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
- v. Hidalgo County District Attorney's

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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 District Attorney’s
- v. Hidalgo County Justice of the Peace
- vi. Hidalgo County Community Service Corrections Department”

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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”.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

32. “The proposing vendor must provide online ‘real-time’ on demand audit reports on all kiosks transaction based upon the following 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”

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

34. The proposed solution must be able to provide for online 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 Countywide 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.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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".

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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".

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

37. "The proposing vendor must have a Texas Scofflaw Application implemented"

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

38. "The proposing vendor must be a local vendor"

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

39. "The proposing vendor must have a support office within 65 miles of the County."

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

40. "The proposing vendor must have provided similar for the County for the last 2 years

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

41. "The solution must provide for on-line next-day Settlement 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".

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

42. "Provide a means by which the County can request a credit card transaction reversal".

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

43. "Resolution Collection Service-before a Charge Back 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 only online or telephone originated transactions".

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day. This is a special financial service that to our knowledge, is unique only to Easy Access Inc.

44. Must have the ability to add additional swipe machine and with the ability for signature from customers.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

45. "The proposing vendor must provide daily "live" eCommerce resolution assistance".

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

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 installment payment agreements.

Response: Yes, this functional request was satisfied in our 2013 engagement with Hidalgo County and continues to do meet and/or exceed this request to this day.

47. The proposed system should provide for the automatic prompting of user password changes every 90 days. (rolling password expires).

Response: Yes, this functional request is a native security component of all EAI eCommerce solutions that require the use of a password.

<This area was left intentionally blank>

EXHIBIT “C”

CERTIFICATE OF INSURANCE