

APPENDIX “A”

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

Hidalgo County **“FULL-SERVICE DEPUTY”**

RFP NO: 2020-063-08-18-HGO

HIDALGO COUNTY
“FULL-SERVICE DEPUTY”
RFP NO: 2020-063-08-18-HGO

Overview:

The Hidalgo County Tax Assessor-Collector is responsible for processing vehicle registrations, registration renewals, and title transfers in the County as authorized by the State of Texas and the Texas Department of Motor Vehicles (TxDMV) pursuant to “Texas Transportation Code” Section 520.0071.

The Hidalgo County Tax Assessor-Collector is also able to deputize Full-Service Deputy(ies) to act as agents of the Tax Assessor-Collector in carrying out these functions. The Hidalgo County Tax Assessor-Collector monitors and documents a Full-Service Deputy’s performance and recommends to the Hidalgo County Commissioners Court, as the County’s contracting authority, approval or renewal of a Full-Service Deputy contract.

The County of Hidalgo, through the Hidalgo County Tax Assessor-Collector, is seeking to enter into a “Full-Service Deputy” contract with a qualified vendor, or qualified vendors, capable of acting as an agent of Tax Assessor-Collector as further described herein. As such, the County issues this Request for Proposal (RFP) to solicit proposals from vendors that meet the criteria outlined within the RFP.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of “**Full-Service Deputy**” as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, August 18, 2021**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2020-063-08-18-HGO

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

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

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

The following outlines the Request for Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

1. The term of this Agreement shall be for a period of **three (3) years**, commencing upon receipt by the Hidalgo County Tax Assessor-Collector of the bond referred to below, and

- may be extended at the sole discretion of the County for **two (2) additional one (1) year** terms under the same rates, terms and conditions.
2. The County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new proposal for the next contract term.
 3. Hidalgo County reserves the right to hold proposals for a period of ninety (90) days without taking any action.
 4. Hidalgo County reserves the right to reject any/all proposal(s), to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to the County.
 5. Any contract awarded to a successful proposer will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to cancellation.
 6. Hidalgo County has the authority to utilize State Contracts and/or participate in cooperative purchasing whenever it is in the County's best interest to do so.
 7. Hidalgo County reserves the right to award to one (1) or MULTIPLE proposers.
 8. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
 9. Proposer(s) will provide and maintain all the required Insurance as described and listed in Hidalgo County's Insurance Requirements (See Appendix "C" limits, attached hereto).
 10. If after the proposal is awarded and the successfully awarded contractor defaults in meeting the general instructions to proposer(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next qualified proposer(s). In such an event, Hidalgo County shall charge the successful proposer the difference for any additional cost to the County.
 11. All participating Proposers are required to furnish a certificate and/or a copy of the registration acknowledgment stating that the vendor is free from suspension or debarment, pursuant to Federal Regulation 45CFR Part 76. Proposer is required to register at SAM (System for Award Management) at www.sam.gov. This is a FREE registration.
 12. All costs, and expenses associated with the preparation and submission of this proposal, shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

ADDITIONAL INFORMATION: Hidalgo County is requesting that the prepared proposal be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of** 2802 S. Business Hwy 281, (Note: this is the Southeast Corner of Canton & Business Highway 281) Hidalgo County Administration Building, Edinburg, Texas, 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN 5:00 p.m., Wednesday, August 11, 2021, via email to heidi.ortiz@co.hidalgo.tx.us. Responses will be sent to all applicants by **Friday, August 13, 2021.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant, or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Appendix D**, the vendor, person, consultant, or contractor’s affiliation and/or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh (7th) business day after the date the person becomes aware of facts that require the CIQ to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods, and/or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors, and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER'S AFFIDAVIT: Prior to a contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Appendix J**) certifying that the submission is (1) not the result of Collusion, as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit; or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Proposers, 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). By submitting a response to this Request, Proposer certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and related state and federal law, and 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 during the performance of this contract.

NON-COLLUSION: Proposers, by submitting a signed submission, certify that the accompanying submission is not the result of, and/or affected by, any unlawful act of collusion with any other person and/or company engaged in the same line of business and/or commerce, or any other fraudulent act punishable under Texas or United States law.

PROCESSING TIME FOR PAYMENT: Proposers are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSAL: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products and/or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the proposer's ability.

PROPOSER DEFAULT: Hidalgo County reserves the right, in case of proposer default, to procure the articles or services from other sources and hold the defaulting proposer responsible for any excess costs occasioned thereby. (Also see sec. 1, No. 10).

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

HAND DELIVERED PROPOSAL: Hidalgo County requires proposers, when hand-delivering proposals, to make sure that their proposal is stamped with the date and the time received by the County Purchasing Staff.

SIGNING OF PROPOSAL: In order to be considered all proposals **must** be signed. **Please sign the original in blue ink.**

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

SUBCONTRACTING: The successful proposer may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS BACON ACT or HIDALGO COUNTY ADOPTED PREVAILING WAGE RATE: (If Applicable) In accordance with Chapter 2258 of the Texas Government Code, as well as any other applicable laws, all selected and awarded firms, are required to include the appropriate prevailing wage rate (Davis Bacon Act rates or the rates adopted by the County of Hidalgo) when advertising and developing project specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSAL: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information and/or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **One (1) original (pages one-sided marked ORIGINAL), and two (2) USBs in PDF format** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the proposer's understanding of the project needs, the services required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT): Hidalgo County is soliciting to contract with a proposer who is qualified, licensed, and certified. The proposer will directly perform the required services and is required to have any and all applicable licenses, permits, credentials, and qualifications to perform necessary services. Proposers must submit a copy of all applicable licenses, permits, and credentials with their response to this RFP. Photocopies are acceptable

PERSONNEL AND STAFFING: The proposer should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education, and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL: This section will contain *any/all* licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified. **If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

PROPOSER IS TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Proposer is to provide the proposed fee on the proposal page based on the scope of services/work requested. **Fee(s) should not be in excess of the statutory requirements of a Full-Service Deputy as referenced below.**

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

Hidalgo County reserves the right to terminate the contract with or without cause upon thirty (30) days' written notice.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo ("County") is seeking to enter into a "Full-Service Deputy" ("FSD") contract with a qualified vendor, or qualified vendors, capable of acting as an agent of the Hidalgo County Tax Assessor-Collector in accordance with applicable law, including, but not limited to, Tex. Tran. Code sec. 520.0071. The FSD duties include, but are not limited to, issuing motor vehicle registrations, administering duties related to the reviewing and processing of title applications, issuing disabled placards, temporary registration permits, specialty plates, and providing public information as directed by the County Tax Assessor-Collector. FSD must be able to perform all TxDMV Motor Vehicle transactions and must make available to the County Tax Assessor-Collector daily monies collected for said transactions along with necessary reports.

FSD will be expected to perform and comply with the provisions of this RFP, the TxDMV rules, Texas Transportation Code, State Comptroller, the FSD contract, TxDMV Title, and Registration

Manuals, and any requirements prescribed by the County Tax Assessor-Collector from time to time. In addition, the FSD shall comply with all applicable federal and Texas laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws, Title VI Non-discrimination, and the Americans with Disabilities Act (ADA). FSD will execute an *Addendum – Registration and Title System (RTS) Deputy User Agreement* with the Texas Department of Motor Vehicles (TxDMV) attached hereto as **APPENDIX “A-1”** and agrees to abide by its terms.

The FSD will be considered an independent contractor and not an employee of the County and the agreement entered into with FSD is non-exclusive and in the nature of a franchise agreement. The County Tax Assessor-Collector may prescribe different specifications for each FSD location as needed. The County’s Tax Assessor-Collector will continue to offer the services indicated herein and exploring alternate methods to provide the services if it is in the best interest of the County. FSD location is not exclusive and protected. County may approve all, some, or none of the locations provided by Proposer. **The County reserves the right to award to one or more qualified vendors, and the County may add FSD agencies at any time at the County’s discretion via competitive procedures if the County determines it is in its best interest to do so.**

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. A Vendor’s response to 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:

1. Sites & Geographical Location (if any). "Site," as used in this RFP, means the actual building (including address) within the geographical area proposed for the FSD office. "Location" as used in this RFP means the area specified and described below inside of which the proposed FSD office site must be located. The County makes no guarantees relating to the number of future transactions that may occur within any geographic area, nor any estimate of the profits an agency may be expected to make. Each proposer is responsible for determining whether or not the agency is likely to generate a sufficient profit for that proposer’s needs. An FSD has no rights in the contract past its expiration date, or denial of RTS access by the Texas Administrative Code (TAC) or TxDMV (subject to the provisions of the TxDMV Addendum – RTS Deputy User Agreement referenced above), nor does FSD have exclusive territorial rights during the term of the contract. **For this Proposal, County is seeking at a minimum one (1) site in Hidalgo County to perform the services described herein. The site(s) is/are to be located in any geographical location within Hidalgo County as a whole.**

2. Introductory Requirements. In addition to any other information requested, please provide the following information in an introductory letter: (*Information provided by Proposer should be current as of the time of Proposer’s response to this RFP*).
 - a) **Information related to facility site(s) being proposed in response to this RFP:**

- i. Location (include address) of your facility site(s) in Hidalgo County that you are proposing in response to this RFP. A map showing the location of the facility site(s) may also be provided.
 - The proposed site(s) must be within the boundaries prescribed in the Specifications above and comply with other requirements set herein.
- ii. Average number of customers entering each site(s) on a monthly basis for the past twelve (12) months.
 - A minimum number of 1,500 customers is required for each facility specific to this RFP.
- iii. Average monthly sales volume for each facility site being proposed in response to this RFP for the past twelve (12) months.
 - A minimum number of \$5,000.00 per month is required for each facility location(s) specific to this RFP.

b) Business hours

Minimum office hours should be at least 8 hours daily Monday through Friday, and a minimum of 4 hours on Saturday.

c) Dimensions of work station/counter area that will be utilized at each facility location(s).

The FSD is responsible for providing counters to accommodate the equipment and materials supplied by the Tax Assessor-Collector to serve customers in a convenient manner, and to accommodate the efficiency and comfort of the full-service deputy's employees. Constituents should not have ingress or otherwise be able to access the full-service deputy employee workstation/counter area.

Counters/service areas should be constructed, maintained, and operated in compliance with applicable law; including, but not limited to the requirements of the American's with Disabilities Act (ADA) and related law.

- Each full-service deputy agency must have at least one (or as otherwise required by law) service area that is accessible to individuals with disabilities with a counter section that must be a minimum of 36" wide, 28" to 34" high, and 30" to 36" deep, and have a kneehole opening of at least 27" high (30" preferred height), 30" wide and 19" deep, or as otherwise required by law, to provide sufficient knee clearance for people in wheelchairs.

d) Number of staff to be assigned

- Should be able to satisfy any minimum requirements. Proposers are required to present their staffing plan to include how many employees and workstations the location will need to perform all Services at the agency location for which they are bidding. Employees for Full-Service Deputy must be separated from other business functions.

e) Type of Security System

- Should be able to provide for the physical security of items provided to FSD, monies collected, and computer systems and safeguards.

f) Type of accounting system in place

- Should meet industry standards.
- g) Insurance Company(ies) providing required insurance(s).**
 - Should be a company in good standing and able to transact business in Texas.
- h) Name of Bank being used by the location.**
 - Should be a bank in good standing and able to transact business in Texas. Should provide banking representative with a minimum of two (2) years bank account open and active – good standing account.

3. Full-Service Deputy Operational Requirements:

- a) **General Requirements.** The proposer shall provide a plan showing how it will handle operational requirements, including but not limited to the following items:
- i. FSD is expected to comply with the provisions of this RFP, the TxDMV rules, Texas Transportation Code, State Comptroller, the resulting contract, the TxDMV title and registration manuals, and any requirements prescribed by the Hidalgo County Tax Assessor-Collector from time to time. In addition, the FSD shall comply with all applicable federal and Texas laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws, and the Americans with Disabilities Act (ADA).
 - ii. *Office hours.* Required - at least eight (8) hours daily Monday through Friday, and a minimum of four (4) hours on Saturday.
 - iii. Provide proof of lease or proof of ownership of each location facility.
 - iv. *Storage Area.* is space designated for storage of records as well as chargeable and non-chargeable County Tax Assessor-Collector items. It must be located separate from other areas and adequately secured to prevent loss or theft of stored items.
 - v. *Restroom Area.* is the space designated as an adequate restroom facility. In accordance with the Americans with Disabilities Act (ADA), the County Tax Assessor-Collector requires every deputy provided site to have at least one ADA accessible restroom facility available for use by employees of the license agency and customers, upon request.
 - vi. *Parking/Accessibility/Climate Control/Facility Area & Signage.* The site(s) shall be equipped with the following: parking for persons with disabilities; accessibility for persons with disabilities; adequate air conditioning, heating, ventilation, and lighting; adequate customer area; adequate employee service area; adequate employee private area (for office, nursing, and breaks); adequate storage area; and adequate restroom facilities as appropriate. The site shall be well marked with adequate signs in compliance with any applicable zoning requirements to allow potential patrons to conveniently locate the agency.

- vii. *Internet Access.* The proposer is required to have internet access during office hours to communicate with the Tax Assessor-Collector and to communicate with the ARCs server in order to be able to perform scofflaw enforcement verification with each transaction processed. The proposer should provide verification of this requirement.

- viii. *Security.* The FSD is responsible for assuring that all appropriate items are securely stored and locked and that the agency is secured and locked at all times that the agency is not open for business. The FSD is responsible for supplying equipment necessary to keep secure all County Tax Assessor-Collector funds, equipment, inventory, and records. The Tax Assessor-Collector recommends that at a minimum, each FSD supply:
 - a) a safe or secure locking cabinet;
 - b) an acceptable, off-site monitored reporting alarm system, (recommend it feature automatic off-site report of cut or disconnected wires);
 - c) within six (6) months of the contract start date:
 - i. install a monitored recording video surveillance system to sufficiently observe customer and employee activity inside the FSD at all points of entry/exit, customer waiting and service areas, entrance to the inventory storage area(s). Each camera must be a digital color camera with zoom capability and repaired or replaced immediately if it becomes inoperable. Cameras must be operational at all times. Cameras must be equipped with motion detection and either infrared or motion-activated lighting for use when the office is closed. The security camera media and hard drive must be kept secure; recorded video must be saved for a minimum of fourteen (14) days on a rolling calendar period, but is recommended to be retained for a rolling 30-day period;
 - ii. install a minimum of one concealed alarm monitored panic/hold-up button under counters between every two computer terminals provided or, if approved by Tax Assessor-Collector, an alternate key fob activated panic/hold-up device, and each employee authorized to turn off the alarm system have a unique security code or biometric code. The security alarm company must automatically notify local law enforcement and the full-service deputy to respond if the alarm is set off;
 - d) all full-service deputy agencies will provide a crosscut shredder to be made readily available to all customers for the destruction of any customer copies of records that contain personal information about the customer;
 - e) all records that have exceeded the retention period must be shredded on-site; and
 - f) provisions for safeguarding (erase/destroy/remove/reformat) all hard drive data (including images) stored on copiers, scanners, and facsimile devices used in the full-service deputy agency for business purposes when the equipment is disposed of, salvaged, sold, recycled, auctioned, or otherwise removed from the agency business. The security system and cameras must

be diagnostically tested monthly and verification of operating condition shall be made available to County Tax Assessor-Collector staff for review.

b) TxDMV and TAX ASSESSOR-COLLECTOR- Registration Title System (RTS) Workstation Equipment.

The TxDMV provides the computers and related equipment (printers) necessary to process registration renewals and title applications at cost. Proposer understands that lease of equipment is subject to approval by TxDMV and shall comply with any and all TxDMV requirements. Proposer is responsible for RTS workstation costs. Unless amended by TxDMV, the current TxDMV RTS workstation cost structure, includes, but is not limited to:

- The annual equipment lease amount per RTS workstation is \$361.00;
- New cable drops are \$180.00 per RTS Workstation; and
- Internet Access to each FSD location is \$4800.00 annually.

(See attached APPENDIX “A-2”, (Texas DMV Registration & Title Bulletin #004-18 – Policy & Procedure & Example RTS Workstation Lease Cost Analysis)

c) **Inventory.** The County shall supply the FSD with an inventory of license plates, registration renewal stickers, and supplies as needed for issuance, however, in no case shall the County issue to the FSD any number of plates, registration renewal stickers, and supplies that exceed the amount authorized. The FSD shall account for this inventory of items upon receipt from the County in writing, which shall be provided to County upon request (See APPENDIX “A-3” – *Sample RTS Point of Sale [POS] Log*). A separate inventory of receipt form shall be maintained at each approved FSD location(s). The FSD shall lease from the County, all receipt printing equipment and supplies, needed for issuance to the public by the FSD of vehicle registration renewals and title transfers (“Point of Sale Workstation”). Such lease rental payments shall be for each Point of Sale Workstation so leased at the rate set by the Texas Department of Motor Vehicles for each such Point of Sale for each twelve (12) month period occurring during the term of this Contract. The first such rental payment shall be payable on execution of a Contract with Proposer. In addition to the lease payment for each Point of Sale workstation, the FSD shall pay per location the cost assessed to the County by the Texas Department of Motor Vehicles for the cost of the T1 circuit for each location of the FSD. Subsequent yearly rental rates will be determined by the actual cost to County as set forth by the Texas Department of Motor Vehicles.

d) **Bond.** To guarantee the faithful performance of the duties of the FSD and to ensure that all funds coming into the possession or control of the FSD by virtue of an agreement to perform services are paid over to the County, the FSD is to post a surety bond in accordance with 43 Texas Administrative Code Rule Section 217.167. The amount shall be posted as a single bond as determined by the county tax assessor-collector. The county tax assessor-collector has determined the amount of the bond shall be calculated by multiplying the number of locations requested above by \$100,000.00. The Hidalgo County Tax Assessor-Collector shall be named as obligee on said bond to

guarantee payment of taxes and fees remitted by check to the County by the FSD. Said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County. Upon posting of said bond, FSD shall be entitled to issue registrations, registration renewals, and title transfers. In no event shall inventory in the possession of the FSD exceed the amount of such surety bond.

- e) Insurance. FSD is to insure all leased Point of Sale Workstations in FSD's custody against fire, theft, or any natural disaster in the minimum amount of Five Thousand and/ no 100ths (\$5,000.00) for each such Point of Sale Workstation naming the Hidalgo County Tax Assessor-Collector as an additional named insured. Certificates of insurance evidencing such coverage shall be provided to the County upon execution of this Contract and on each renewal date of such insurance coverage. The proposer shall provide any other required insurance as provided in this procurement packet.

- f) Employees:
 - i. General: FSD is required to provide with its proposal an operational plan to show that it has an understanding of personnel issues and how it will hire, train, evaluate, and maintain a full staff of competent employees. Persons under eighteen (18) years of age are prohibited from working in FSD license agencies.

 - ii. Deputizing. FSD shall have all persons designated to handle or in any way assist, in the issuance of registrations, registration renewals, and license plates submit a fully executed and notarized personal inquiry waiver and authorization for release of confidential information to conduct a background check on said persons. Once the person passes the background check, the person shall take an oath of deputation to be given by the County to serve as authorized deputy for the issuance of license plates and registrations. The FSD shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of registrations, registration renewals, or plates until said officer, agent, or employee has been deputized by the County for acting under the terms of this Contract, and until all FSD personnel are trained in accordance with the Hidalgo County Tax Assessor-Collector requirements, and follow all training programs required by the Hidalgo County Tax Office, before the issuance of said registrations, registration renewals, and title transfers before deputation.

 - iii. FSD shall immediately notify Tax Assessor-Collector of any changes in personnel that may affect the FSD and/or employee's ability to perform duties, deputizing, or necessitate a background check. FSD shall be responsible for properly staffing FSD to meet customer demand.

- iv. Bilingual employees. The Tax Assessor-Collector recommends the FSD make every reasonable effort to employ bilingual employees who are fluent in English and Spanish for those customers with limited English proficiency. Additionally, the FSD should comply with any applicable requirements of Title VI of the Civil Rights Act of 1968 – Non-Discrimination, as amended, the Americans with Disabilities Act (ADA), and any other applicable law.
- v. Training. FSD and its employees shall attend all training required by the Tax Assessor-Collector, the TxDMV, or other applicable entity for FSD operation, including but not limited to TxDMV eLearning training and fraudulent identification training.
- vi. Employee standards. FSD employees before being hired will be required to pass criminal background checks. FSD must also conduct employment reference checks of potential FSD employees before hiring to confirm the deputy is of good moral turpitude. It is the FSD’s responsibility that employees perform the duties of their employment and be knowledgeable in all applicable laws and regulations pertaining to the processing of motor vehicle registration and titling transactions, and that they perform their duties in a competent, professional, efficient, and friendly manner.
- g) Receiving Agent. The FSD shall, in writing, designate one or more of its officers, agents, or employees, who have been deputized hereunder to serve as a receiving agent for the FSD. The County agrees it will not furnish registration stickers, registration renewal stickers, or license plates, and supplies for the account of the FSD other than directly to the FSD’s receiving agent. FSD assumes full liability for the safekeeping of all registration renewal stickers, license plates, and supplies furnished by the County to the FSD’s receiving agent.
- h) Equipment/Software. The proposer should address how it intends to accomplish the following in its response. Before receiving any registration renewal stickers, plates or supplies hereunder, FSD shall, at its sole cost and expense, obtain and make operational all computer hardware and software, including The Texas Department of Motor Vehicles Registration Title System (RTS) workstations to perform FSD’s duties hereunder, as directed by the County.
- i) Office Furniture, Equipment, & Supplies. Other than the RTS Workstation System equipment and/or other items provided by the Tax Assessor-Collector or other source as described herein, the FSD will be responsible for providing general office furniture, supplies, and equipment in order to provide services. The FSD shall provide counters of adequate size to accommodate items provided by the Tax Assessor-Collector or other source as described herein.

- j) Fees. The Proposer should provide proposed fee rates and a plan for charging the same to the public. FSD may charge or retain the processing and convenience fees not to exceed the statutory amounts in the Texas Transportation Code sec. 501, 502, 503, and 520 and the Texas Administrative Code, including the following.
- i. Title transactions. For each motor vehicle title transaction processed the FSD may charge the customer a fee of up to \$20, as determined by the FSD and approved by the County. FSD retains the entire fee charged to the customer.
 - ii. Registration and registration renewals. For each registration transaction processed, the FSD may retain \$1.00 from the processing and handling fee established by 43 Texas Administrative Code Rule section §217.183 (relating to Fee Amount) and charge a convenience fee of \$9.00, except as limited by 43 Texas Administrative Code Rule section §217.184 (relating to Exclusions).
 - iii. Temporary permit transactions under Transportation Code, §502.094 or §502.095. For each temporary permit transaction processed by the FSD, the FSD may retain the entire processing and handling fee established by 43 Texas Administrative Code Rule section §217.183;
 - iv. the convenience fee authorized by this section is collected by the FSD directly from the customer and is in addition to the processing and handling fee established by 43 Texas Administrative Code Rule section §217.183. The FSD may not charge any additional fee for a registration or registration renewal transaction.
 - v. Related transactions by an FSD. The limitations of subsections (a), (b), (c), and (d) of this section do not apply to other services that the FSD may perform that are related to titles or registrations but are not transactions that must be performed through the Texas Department of Transportation automated vehicle registration and title system, which include, but are not limited to, the additional fees the FSD may charge for copying, faxing, or transporting documents required to obtain or correct a motor vehicle title or registration. However, the additional fees that the FSD may charge for these other services may be limited by the terms of the County's authorization to act as an FSD.
 - vi. Posting of fees. At each location where the FSD provides titling or registration services, the FSD must prominently post a list stating all fees charged for each service related to titling or registration. The fee list must specifically state each service, including the additional fee charged for that service, which is subject to subsections (a), (b), (c), or (d) of this section. The fee list must also state that each service subject to an additional fee under subsection (a), (b), (c), or (d) of this section may be obtained from the County without the additional fee. If the FSD

maintains a website advertising or offering titling or registration services, the FSD must post the list described by this Fees section on the website. *FSD must submit any/all postings of fees that it intends to use to the County Tax Assessor-Collector before posting for approval.*

- vii. Reports & Payment. Fees collected for the issuance of registration renewal stickers and plates by the FSD shall not be commingled with any other funds in the possession of the FSD. The FSD shall, not less often than weekly, prepare and deliver to County, on the day during each week specified by County, such reports as may from time to time be prescribed by County, and in the format and content so prescribed by County. Said reports shall include the number of registration stickers, registration renewal stickers, and plates issued by the FSD and shall be accompanied by full payment for all registration stickers, registration renewal stickers, and license plates issued including applicable Road and Bridge and Regional Mobility Authority fees (the "Motor Vehicle Funds"). FSD shall within twenty-four (24) hours after receipt of Motor Vehicle Funds deposit such Motor Vehicle Funds collected by FSD into the County's depository. Failure to promptly deliver reports and payments as provided in this Fees section shall be grounds for the immediate termination of this Agreement, in which event FSD shall immediately return to County all RTS workstations, license plates, and supplies. FSD shall keep a separate accounting of the fees collected and remitted to the County and a record of daily receipts.

- k) Reports. FSD shall provide a weekly fee and license report upon request by the County and will remit such amounts in accordance with section "j" hereof. FSD will assume full responsibility for the collection of all fees for title registrations, registration renewals, and title transfers handled by FSD hereunder. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to FSD in its entirety for correction or clarification. The Hidalgo County Tax Assessor-Collector may require the FSD to provide any other reports related to the performance of services.

- l) Audit. FSD is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, or any certified public accountant (or any other person or entity) designated by any one or more of the same to determine compliance with this Contract as well as the laws and regulations of any governmental entity having jurisdiction of the subject matter of this Contract, at any time during normal business hours of the FSD at the place of business of the FSD designated in this Agreement. The FSD's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required. The Hidalgo County Tax Assessor-Collector may perform quarterly audits or on an as-needed basis for the purposes described herein.

- m) Evaluation. The Tax Assessor-Collector or an approved designee may perform periodic performance and quality of work evaluations. Unsatisfactory evaluations may result in the termination of an agreement between the County and FSD or deem it ineligible for future FSD agreements with the County.
- n) FSD shall, upon receiving delivery of registration stickers, registration renewal stickers, license plates, and supplies from the County, verify that all registration stickers, registration renewal stickers, plates, and supplies invoiced match the registration renewal stickers, plates, and supplies received before using any of the registration renewal stickers, plates, and supplies. Any discrepancies must be reported in writing no later than noon on the next business day to the Hidalgo County Tax Assessor-Collector's Office.
- o) FSD shall use the registration stickers, registration renewal stickers, and plates in numerical sequence, and any fees or charges for missing registration stickers, registration renewal stickers, license plates, and supplies which are not reported must be paid to the County at the price calculated by the County Tax Assessor-Collector's Office.
- p) In the event that any audit or report of the FSD discloses that any plates, registration stickers, registration renewal stickers, or funds are missing or otherwise unaccounted for, County shall be entitled to collect on the bond and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that a Contract is terminated by the County for breach by the FSD and the FSD fails to return all funds, plates, registration stickers, registration renewal stickers, and supplies within the time indicated above, the County shall be entitled to retain proceeds of the bond as liquidated damages and shall be entitled to seek recovery of actual damages. The remedies provided by forfeiture of the bond are in addition to any other remedies at law or equity that the County may have to collect money belonging to the County and received by the FSD.
- q) Registrations, registration renewals, and title transfers are only to be issued to persons that present all papers and forms required to legally register, renew a registration, or transfer title to vehicles.
- r) Any changes in the ownership of FSD or the employer of FSD must be immediately reported in writing to the County and will automatically nullify this agreement.
- s) FSD will provide access to the authorized representative(s) of the County to the area where registrations, renewals, and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers, plates, or supplies.
- t) FSD will verify proof of liability insurance before selling a registration, registration renewal, and/or license plates.

- u) FSD should be familiar with and abide by all applicable federal and state laws, including but not limited to Texas Transportation Code sections 501, 502, 503, and 520, as well as any applicable rules, regulations, and requirements; including the County of Hidalgo and the Hidalgo County Tax Assessor-Collector's FSD Instruction/Policy Manual. All of which may from time to time be amended.
- v) Either party may voluntarily terminate any agreement without cause upon thirty (30) days written notice to the other party. Upon termination, the FSD shall return to the County all inventory of registration stickers, registration renewal stickers, plates, together with supplies and payment for registrations, renewals, and plates issued, and a final report within twenty-four (24) hours after the termination date.
- w) Breach of any obligation to be performed by the FSD shall constitute a breach of the entire Contract and shall give County the right to immediately terminate this agreement. Any breach by the FSD shall be considered a substantial breach, and FSD shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after deposit in the U.S. Mail, if mailed). FSD shall have twenty-four (24) hours to return to County all outstanding inventories of plates, registration stickers, registration renewal stickers, supplies, payment for plates, registration renewal stickers, issued, and final reports.
- x) Entire Agreement. Any contract entered into between the parties would constitute the entire agreement of the parties concerning the subject matter hereof; all prior agreements, written or oral, would be superseded; shall not be amended or modified, except in writing signed by the County. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Contract. This Contract may not be assigned by FSD.
- y) Any contract entered into between the parties is governed by and construed in accordance with the laws of the State of Texas and the venue shall be in Hidalgo County Texas.
- z) In addition to the Addendum - *Registration and Title System Deputy User Agreement* attached hereto as **APPENDIX "A-2"** that FSD will execute with the Texas Department of Motor Vehicles (TxDMV), FSD agrees to execute any other additional documents necessary to effectuate an agreement between the parties or as otherwise necessary to effectuate services.
- aa) County and Tax Assessor-Collector will continue to offer vehicle registration by mail and/or internet and may explore alternative methods to issue and provide motor vehicle registrations and titling services; if it is in the best interest of the County.
- bb) Proposer is required to provide three (3) applicable references. The proposer is required to provide for each reference: Reference Name, Address, email, phone number, and Duration of Interaction with the Reference. Please Note: Reference responses count as part of the overall score in this category. Ensure that provided

references are willing to respond, as each non-response counts as a zero in the scoring of this criteria.

- cc) Pursuant to Texas Local Government Code Section 262.0271, preference may be given to proposers that provide reasonable health insurance coverage to its employees and require a subcontractor the proposer intends to use to provide reasonable health insurance coverage to its employees over those who do not; as well as whose bid is within five percent of the lowest and best bid price received by the county. Please fill out the *Health Insurance questionnaire* provided as **APPENDIX “A-4”**.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services, including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Appendix “B” attached herein. During the evaluation process at the discretion of Hidalgo County, participants may be requested to provide a demonstration of their product/services. Costs and equipment for such presentations are the responsibility of the participant. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

The Proposer is cautioned that it is the Proposer’s sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

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

- 1. Understanding the Services/Methodology and Ability to Perform.** Proposer’s indicated ability to perform applicable transactions, registrations, title applications, permits, placards, and salvage title applications. Proposer must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. Proposer must identify project composition, project leadership, and reporting responsibilities.

20 points

- 2. Title Rejection Plan.** Describe Proposer’s plan for maintaining title rejections below 10%.

10 points

- 3. Personnel.** Proposers indicated understanding of personnel issues dealing with hiring, training, and maintaining a full staff of competent employees and indicated ability to keep employee turnover low. Proposer providing health insurance to Employees (See discussion

regarding health insurance provided to employees above).

20 points

- 4. Ability to commit to all Services Required/References.** The company should provide as much background information as to its experience in providing similar services to City, County, or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. Proposers indicated ability to hand-deliver reporting and accounting of daily collections on a timely basis.

20 points

- 5. Ease of Support System & Response Time.** Ease of communicating with Proposer's support system.

10 points

- 6. Cost Fees and Warranty.** Provide proposed fee rates and plan for charging the same to the public. *In considering the proposals, 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 Cost, Fees, and Warranty.*

20 points

TOTAL: 100 points

B. RANKING OF PROPOSAL:

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

C. NEGOTIATION PROCESS

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