REQUEST FOR PROPOSAL

RFP No.: RFP-26-0402-08-12-04

FULL SERVICE DEPUTY SERVICES

Acceptance Due Date: August 12, 2026 at 3:00 pm

Project Contact Information:
Victor Webber, MBA, CTCM, Contract Specialist II
(956) 318-2626 Ext: 4872
victor.webber@co.hidalgo.tx.us

REQUEST FOR PROPOSAL
Full Service Deputy Services

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1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Saturday, July 25, 2026

RESPONSE SUBMISSION DATE/TIME: Wednesday, August 12, 2026 at 3:00 pm

RE: HIDALGO COUNTY - REQUEST FOR PROPOSALS

RFP NO.:RFP-26-0402-08-12-04 –Full Service Deputy 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

Procurement Contact:
Victor Webber, MBA, CTCM
Contract Specialist II
2802 S. Bus. Hwy 281
Edinburg, TX 78539
Email: victor.webber@co.hidalgo.tx.us
Phone: (956) 318-2626 Ext: 4872

Department:
Tax Assessor & Collector

1.3. Timeline

Release Project Date	July 25, 2026
Question Submission Deadline	August 5, 2026, 5:00pm
Question Response Deadline	August 7, 2026, 5:00pm

Proposal Submission Deadline	August 12, 2026, 3:00pm (All times referenced in this procurement packet are Central Standard Time –CST) 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. Live stream: https://hidalgocounty.zoom.us/j/86775896463?pwd=WC1qR8a6BraHHZavf9L2IJ7a3CfwAZ.1 Meeting ID: 867 7589 6463 Passcode: 165320 Dial by your location: +1 346 248 7799 US (Houston) To find your local number: https://hidalgocounty.zoom.us/u/kb7e7EHQ96 Join by SIP: 86775896463@zoomcrc.com

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, August 12, 2026, at 3:00 pm. **OR;**

B. Submit one (1) hard copy and one (1) USB in original PDF format via personal hand-delivery or delivery service on or Wednesday, August 12, 2026, 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: Victor Webber, MBA, CTCM, Contract Specialist II
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Victor Webber, MBA, CTCM, Contract Specialist II
- 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 one (1) USB 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. Table of Contents

B. Required Confirmations/Documents

1. Legal Notice Declaration - **(Confirmation)**
2. Insurance and Bid Bond Requirements
    a. Proof of Insurance - **(Document)**
    b. Insurance Requirement Acknowledgement - **(Confirmation)**
    c. Bid Bond Acknowledgment - (when applicable) **(Document)**
    d. Project Requirements Acknowledgement - **(Confirmation)**
3. Conflict of Interest Questionnaire
    a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable) **(Document)**
4. Vendor Acknowledgment and HUB Declaration
    a. Vendor Acknowledgment - **(Confirmation)**
    b. HUB Declaration - **(Document)**
5. Certification Regarding Debarment
    a. Signed Certification - **(Document)**
    b. SAM.gov Registration Acknowledgement - **(Document)**

6. Title VI Appendices
    a. Title VI Appendices [A -E] **- (Confirmation)**
7. Required Contract Clauses For Contracts Under Federal Award
    a. Byrd Anti-Lobbying Contract Clause **- (Document)**
    b. 2 CFR 200 Certification **- (Document)**
8. FHWA 1273
    a. FHWA 1273 **(Confirmation)**
9. Proposer's Affidavit **- (Document)**
10. Draft Agreement **- (Confirmation)**
11. Deficiencies and Deviations Form **(Document- If Applicable)**
12. References **- (Document)**
13. Addenda (when applicable; see Addenda under Legal Notice) **- (Confirmation)**
14. Company/Firm Response **- (Document)**
    a. Cover Sheet
        i. Company Name, Company Address, Company Phone Number
        ii. Project Name: Full Service Deputy Services
        iii. Procurement Number: RFP-26-0402-08-12-04
        iv. Opening Date: Wednesday, August 12, 2026
        v. Opening Time: 3:00 pm

(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 "Full Service Deputy Services". Proposals will be received in accordance with the requirements attached hereto as **"Requirements/Specifications"**. 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 Wednesday, August 5, 2026, 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 Acknowledgment"** 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 **"Company/Firm Response"**, 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 **"Project Requirements Acknowledgment"**. 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 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 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.

<u>4.7.8.3 Collusion</u>. 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. **"Proposer's Affidavit"** must be included in the response.

<u>4.7.8.4 Consultants Excluded from Competition</u>. 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.

<u>4.7.8.5 Disclosure of Interested Parties (Form CIQ)</u>. 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.

<u>4.7.8.6 Disclosure to Report Lobbying</u>. 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 **"2 C.F.R. § 200 ".**

<u>4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274</u>. 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 entity 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 **"HUB Declaration"**.

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 (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. 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 **"2 C.F.R. § 200 "**. 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, 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 **"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 **"Company/Firm Response"**. 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 **"Requirements/Specifications"**. 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 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, **"Vendor Acknowledgment"**.

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 **"Company/Firm Response".** 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 **"Reference Form"**. 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. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Understanding the Services/Methodology and Ability to Perform** Proposer's ability to perform all applicable services, including, but not limited to: transactions, registrations, title applications, permits, placards, and salvage title applications. Proposer's approach and/or methodology in achieving and rendering the required services. Identify project composition, project leadership, reporting responsibilities	Points Based	20 *(20% of Total)*
2.	**Title Rejection Plan** Proposer's plan for maintaining title rejections below 10%	Points Based	10 *(10% of Total)*
3.	**Personnel** Proposer's understanding of personnel issues dealing with hiring, training, and maintaining a full staff of competent employees and ability to maintain a low employee turnover. Health Insurance to employees .	Points Based	20 *(20% of Total)*
4.	**Ability to commit to all Services Required/References** Proposer should provide as much background information as to its experience in providing similar services to City, County, or other governmental agencies. References (Contact information and person should be as current as possible) Proposer's ability to hand-deliver reporting and accounting of daily collections on a timely basis.	Points Based	20 *(20% of Total)*
5.	**Ease of Support System & Response Time** Ease of communicating with Proposer's support system.	Points Based	10 *(10% of Total)*
6.	**Cost, Fees, and Warranty**	Points Based	20 *(20% of Total)*

6. 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.**

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

Please confirm and proceed with the electronic submission requirements.

☐ Please confirm

*Response required

6.2. LEGAL NOTICE DECLARATION*

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

ATTN: Victor Webber, MBA, CTCM, Contract Specialist II

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: RFP-26-0402-08-12-04 - Full Service Deputy 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

6.3. REQUIREMENTS/SPECIFICATIONS*

Refer to **"Requirements/Specifications"** in the #ATTACHMENTS section. Confirm that you have read, understood, and agree with the **"Requirement/Specifications"**.

☐ Please confirm

*Response required

6.4. 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.

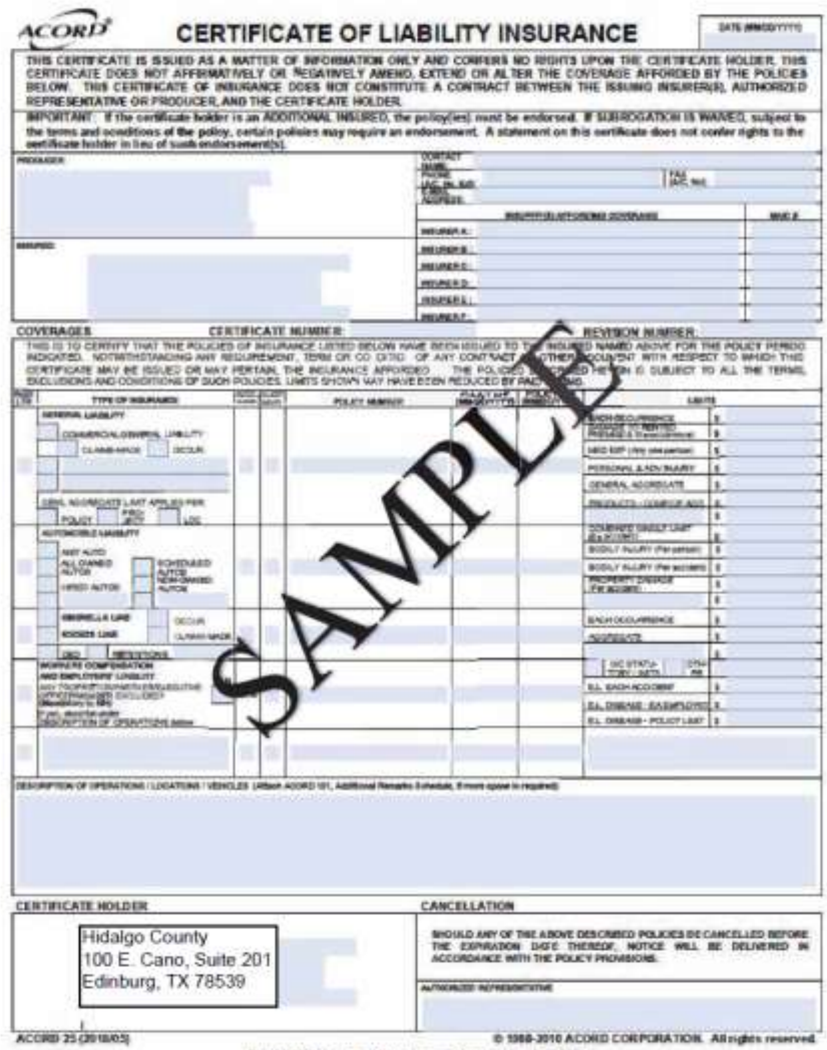
I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.

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.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

INSURED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

SAMPLE

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano, Suite 201
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

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

*Response required

6.5. 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

6.6. 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

6.7. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- COI_Questionnaire.pdf

*Response required

6.8. 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

6.9. HUB DECLARATION*

Please download the below documents, complete, and upload.

- HUB_Declaration.pdf

*Response required

6.10. CERTIFICATION REGARDING DEBARMENT*

Please download the below documents, complete, and upload.

- Certification_Regarding_Deb...

*Response required

6.11. SAM.GOV REGISTRATION*

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

*Response required

6.12. FORM 1295*

Please provide a Form 1295.

- https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php
- Reference Full Service Deputy Services and Project No. 26-0402 on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

6.13. 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 (l) 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 byU.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

6.14. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*

Please download the below documents, complete, and upload.

- 2_CFR_200.pdf

*Response required

6.15. FHWA 1273*

Refer to "*FHWA 1273*" in the #ATTACHMENTS section. Confirm that you have read, understood and agree with "*FHWA 1273.*"

☐ Please confirm

*Response required

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

Please download the below documents, complete, and upload.

- Proposer's_Affidavit.pdf

*Response required

6.17. DRAFT AGREEMENT*

Refer to "Draft Agreement" in the #ATTACHMENTS section. Confirm that you read, understood, and agree with "Draft Agreement."

☐ Please confirm

*Response required

6.18. DEFICIENCIES AND DEVIATIONS FORM*

Please download the below documents, complete, and upload.

- Deficiencies_and_Deviations...

*Response required

6.19. REFERENCE FORM*

Please download the below documents, complete, and upload.

- Reference_Form.pdf

*Response required

6.20. COMPANY/FIRM RESPONSE*

Please upload your response to this RFP as requested in ***Requirements/Specifications***.

*Response required

Specifications/Requirements
Request for Proposals
"FULL-SERVICE DEPUTY SERVICES"
RFP NO: 26-0402-08-12-04

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 following outlines the Request for Proposals:

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.

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 **EXHIBIT "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. <u>Sites & Geographical Location (if any)</u>. "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.

   o 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 **EXHIBIT "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 **EXHIBIT "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) <u>Bond</u>. 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 $<u>100,000.00</u>. 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) <u>Insurance</u>. 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) <u>Employees</u>:

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 by the FSD in writing to the County and the FSD understands that this Agreement may be terminated at the County Tax Assessor-Collector’s discretion after said notification.

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 **EXHIBIT "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 **EXHIBIT "A-4".**

Exhibit "A-1"

Addendum - Registration and Title System Deputy User Agreement

The Texas Department of Motor Vehicles (TxDMV) operates and maintains the Registration and Title System, or RTS. Official records of motor vehicle ownership and registration are maintained in RTS. RTS allows direct access to motor vehicle records and allows authorized users to enter transactions affecting motor vehicle ownership and registration status.

TxDMV provides state equipment (including RTS terminals), accountable items such as license plates and secure paper, and services in support of the vehicle registration and titling activities of Texas County Tax Assessor-Collectors and their deputies, as governed by 43 Tex. Admin. Code Subchapter H. For purposes of this addendum, "Full Service Deputy" refers to the business organization or other legal entity appointed to serve under the provisions of Tex. Admin. Code, Chapter 217, Subchapter H. The term "Full-Service Deputy" as used in this addendum does not include an individual employed, hired, or otherwise engaged by the Full-Service Deputy to serve as the Deputy's agent (an "FSD Agent") in performing motor vehicle titling, registration, or registration renewal activities.

As required by 43 Tex. Admin. Code §217.163(k), this addendum sets forth the limitations and responsibilities of having access to RTS and is hereby incorporated into the deputy agreement between ____County and ____ (Full-Service Deputy).

List all Full-Service Deputy owners, including phone number and mailing address (attach additional pages if necessary):

____

____

____

____

☐ Check if additional page(s) attached

By signing this document, the Full-Service Deputy agrees and understands that:

1. The owners listed are all of the owners of the Full-Service Deputy, regardless of ownership percentage. The Full-Service Deputy will notify the county in writing of any change in ownership within 30 days of the change and provide a copy to TxDMV.
2. If an FSD Agent who has been given access to RTS is no longer associated with the Full-Service Deputy, the Full-Service Deputy will immediately notify the County Tax Assessor-Collector, who will promptly terminate the FSD Agent's access. The County Tax Assessor-Collector will notify TxDMV of all terminations within 30 days of the termination.
3. No authorized user will be allowed to share passwords or user login access.
4. The Full-Service Deputy and any FSD Agent will cooperate with any investigation by law enforcement.

5. The Director of TxDMV Vehicle Titles and Registration Division or a TxDMV employee designated by the Director may suspend or terminate a Full-Service Deputy's or FSD Agent's access to RTS if the Full Service Deputy or FSD Agent:
    i. Is the subject of a criminal investigation involving a crime of moral turpitude; or
    ii. Fails to materially comply with applicable statutes and regulations, including Texas Administrative Code, Chapter 217, and Transportation Code, Chapters 501, 502, 504, or 520.

6. TxDMV shall inform the County Tax Assessor-Collector before taking action under paragraph 5. This provision shall not apply if action under paragraph 5 is as a result of a court order, time is of the essence, or revealing this action would detrimentally interfere with or compromise an active investigation by TxDMV or an enforcement agency of the State.
7. A Full-Service Deputy may request a review of a decision to suspend or terminate RTS access by submitting a request for reinstatement in writing to the TxDMV Executive Director. The request for reinstatement should include any supporting information the Full-Service Deputy deems relevant to support reinstatement. A County Tax Assessor-Collector may submit information in support of or relevant to a Full-Service Deputy's request for reinstatement. The Executive Director shall make a final determination on reinstatement within 21 calendar days from the date the request for reinstatement is received. If the Executive Director requests additional information from the County Tax Assessor-Collector or Full-Service Deputy, the deadline for determination of the request for reinstatement is tolled until the additional information is received.
8. TxDMV may conduct an inventory of state assets and accountable items provided by the state via the county, including license plates, secure paper, and any other accountable items provided to the Full-Service Deputy.
9. TxDMV may conduct a review of the Full-Service Deputy's operations governed by the Transportation Code and department rules. This includes physical and/or remote electronic access to any location containing RTS workstations. The TxDMV will provide the County Tax Assessor-Collector with a copy of any findings from a review unless findings must be turned over to a law enforcement entity.
10. RTS (including all hardware, software, components, and interfaces) is and remains the sole property of the State of Texas and TxDMV.
11. Neither the Full-Service Deputy, its employees or agents, or anyone working in concert with them will move, disconnect, or physically modify any RTS workstation or TxDMV-provided peripheral equipment without prior notice to, and permission in writing from, TxDMV.
12. Neither the Full-Service Deputy nor any individual provided access to RTS equipment through the Full-Service Deputy will attempt to modify, reprogram, or introduce any software to the RTS workstations or other interfaces with RTS without prior written approval by TxDMV.
13. TxDMV may perform routine or emergency maintenance on RTS that will temporarily limit or prevent use of the system. TxDMV will give reasonable notice of routine maintenance, and as much notice as practical in emergency situations.

14. The Full-Service Deputy agrees that TxDMV shall not be liable to Full Service Deputy or any of Full Service Deputy's principles, customers, agents, or affiliates for any downtime caused by system maintenance or access termination pursuant to the terms of this Addendum.

______________________________	______________________________
SIGNATURE	COMPANY NAME
______________________________	______________________________
PRINTED NAME	EXECUTION DATE
______________________________	Full-Service Deputy in and for
TITLE	
	____________________ County, Texas

EXHIBIT "A-2"

Texas Department of Motor Vehicles

Registration and Title Bulletin #004-18
Policy and Procedure

and

Example RTS Workstation Lease Cost Analysis

Texas Department *of* Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

August 31, 2018

Registration and Title Bulletin # 004-18
Policy and Procedure

TO: All County Tax Assessor-Collectors

SUBJECT: New Registration and Title System (RTS) Workstation Lease Pricing

PURPOSE

To notify county tax assessor-collectors of new RTS workstation lease pricing effective September 1, 2018.

DETAILS

The Texas Department of Motor Vehicles recently reviewed the costs for RTS workstations and determined that the annual cost to lease an RTS workstation should be amended to reflect the new state replacement cycle of six years for computer equipment. For county offices, the annual lease cost was reduced from $1,500 to $361 per year. If a cable drop is needed, there will be an additional one-time charge of $180. Also, counties that utilize full-service deputies will be required to pay $4,800 annually per full-service deputy location for the cost of the T1 circuit. The charge for the T1 circuit will not be assessed for county office locations. The attached file illustrates the new RTS workstation lease cost structure.

The new RTS workstation lease pricing goes into effect September 1, 2018. Counties will be invoiced annually by October 1 for all charges incurred during the State's fiscal year, which runs September 1 to August 31.

COUNTY ACTION

Update county budget to reflect new RTS workstation lease pricing.

CONTACT

If you have any questions about the new RTS workstation lease pricing, please email (preferred) RTS-Workstation-Allocations@TxDMV.gov or call 512-465-1459.

Sincerely,

Jeremiah Kuntz, Director
Vehicle Titles and Registration Division

JK:TT:TU

RTS Workstation Lease Cost Analysis (EXAMPLE ONLY)

	Cost	1/6th Workstation Components* (6-year amortization per refresh schedule)	Notes
RTS HP G3 Workstation (includes CPU, keyboard and mouse)	$ 665.94	$ 111.00	these costs amortized over 6 years since equipment refresh done every 6 years
HPM506 Printer	$ 441.21	$ 74.00	
HP M506 3rd Printer Tray	$ 167.28	$ 28.00	
USB Cash Drawer	$ 265.73	$ 44.00	
Locking Till Cover for Cash Drawer	$ 33.53	$ 6.00	
22" ViewSonic Monitor	$ 106.43	$ 18.00	
Insight cost to install a workstation (which includes all workstation components listed above)	$ 411.50	$ 69.00	
Workstation Cost (sum of above)		$ 350.00	
Articulate Account	$ 11.00	$ 11.00	
Total Annual RTS Workstation Lease Cost		**$ 361.00**	

Cost to install one cable drop	$ 180.00	$ 180.00	charged in year 1 only	
Average cost of a T1 circuit is $400/month or $4,800 annually	$ 400.00	$ 4,800.00	FSD locations only	this is a per site cost, not per workstation lease
Total cost of all items above		**$ 5,341.00**		

SAMPLE LEASE COSTS

Non-FSD** site; no cable drop needed	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Equipment plus installation	$ 350.00	$ 350.00	$ 350.00	$ 350.00	$ 350.00	$ 350.00
Articulate Account	$ 11.00	$ 11.00	$ 11.00	$ 11.00	$ 11.00	$ 11.00
Annual Lease Cost	**$ 361.00**	**$ 361.00**	**$ 361.00**	**$ 361.00**	**$ 361.00**	**$ 361.00**

Non-FSD site; cable drop needed

Equipment plus installation	$ 350.00	$ 350.00	$ 350.00	$ 350.00	$ 350.00	$ 350.00
Cable Drop	$ 180.00	$ -	$ -	$ -	$ -	$ -
Articulate Account	$ 11.00	$ 11.00	$ 11.00	$ 11.00	$ 11.00	$ 11.00
Annual Lease Cost	**$ 541.00**	**$ 361.00**	**$ 361.00**	**$ 361.00**	**$ 361.00**	**$ 361.00**

NOTE: T1 COSTS ARE PER SITE, NOT PER WORKSTATION LEASE

FSD sites	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
T1 circuit cost (per FSD site)	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00

FSD lease costs are the same as above, EXCEPT that the T1 circuit costs will be applied per site.

FSD with 3 workstations; no cable drops needed	$ 5,883.00	$ 5,883.00	$ 5,883.00	$ 5,883.00	$ 5,883.00	$ 5,883.00
FSD with 3 workstations; 3 cable drops needed	$ 6,423.00	$ 5,883.00	$ 5,883.00	$ 5,883.00	$ 5,883.00	$ 5,883.00

**rounded to nearest whole dollar*

***FSD = full-service deputy*

EXHIBIT "A-3"

SAMPLE

Registration and Title System Point of Sale Log

RTS POS LOG

	Box #	Range	Date	Station #	Emp. Initials
1	187				
2	188				
3	189				
4	190				
5	191				
6	192				
7	193				
8	194				
9	195				
10	196				
11	197				
12	198				
13	199				
14	200				
15	201				
16	202				
17	203				
18	204				
19	205				
20	206				
21	207				
22	208				
23	209				
24	210				
25	211				
26	212				
27	213				
28	214				
29	215				
30	216				

EXHIBIT "A-4"
HEALTH INSURANCE BENEFITS QUESTIONNAIRE
Texas Local Government Code Section 262.0271

Please complete this questionnaire, if applicable. If not, then check section 7 below. Texas Local Government Code Section 262.0271, provides:

> (b) In purchasing items under this chapter through a competitive bidding process, if a county receives one or more bids from a bidder who provides reasonable health insurance coverage to its employees and requires a subcontractor the bidder intends to use to provide reasonable health insurance coverage to the subcontractor's employees and whose bid is within five percent of the lowest and best bid price received by the county from a bidder who does not provide or require reasonable health insurance coverage, the commissioners court of the county may give preference to the bidder who provides and requires reasonable health insurance coverage.
>
> (c) This section does not prohibit a county from rejecting all bids.

1. Do you currently offer health insurance benefits to your employees? ________________
2. If so, please describe those health insurance benefits that you currently provide/offer to your employees.____
   ____
3. What percentage, if any, of your employees are currently enrolled in the health insurance benefits program?______________________
4. Do you require a subcontractor that you intend to use to provide/offer reasonable health insurance coverage to the subcontractor's employees? ____________________
5. If so, please describe those health insurance benefits that your subcontractor currently provides/offers to its employees.____
   ____
6. What percentage, if any, of your subcontractor's employees are currently enrolled in the subcontractor's health insurance benefits program?________________________________

7. ☐ **NO. The Proposer is not requesting the Health Insurance Benefits Preference. Checking Box #3 will not disqualify you from participating in this bid selection process.**

______________________________________	____________________________
Business Name	Date
______________________________________	______________________________________
Name of Authorized Representative	Signature of Authorized Representative

This form must be completed and submitted with your bid.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-26-0402-XX-XX

THIS CONTRACT is made and entered into this______ day of _________**2026**, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "**County**"), and __________ **("Company").**

WHEREAS, County requested responses to notices for Request for Proposals (RFP) for: **"Full Service Deputy Services"** for the **County** (the "**Services**"). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"** (the "**Procurement Packet**"), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company's response to the Procurement Packet is attached hereto as **Exhibit "B"** (the "**Response**"), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Service, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit "A"** Procurement Packet and **Exhibit "B"** Company's Response. Services shall be performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its designated agent. Company agrees in

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 XX, 202X** and expiring on **MONTH XX, 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

____
Name, Title

COUNTY:
COUNTY OF HIDALGO, Texas

____
Hon. Richard F. Cortez, County Judge

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

____
ADA NAME, Assistant District Attorney

ATTEST:

____
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)