

STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AGREEMENT FOR CREDIT CARD PROCESSING SERVICES FOR
FORT BEND COUNTY TAX ASSESSOR-COLLECTOR
RFP 25-049**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Grant Street Group, LLC. (“Grant Street”), a limited liability company authorized to conduct business in the State of Texas. County and Grant Street may be referred to individually as a “party” or collectively as the “parties.”

WITNESSETH

WHEREAS, County desires that Grant Street provide electronic payment services to the Fort Bend County Tax Assessor-Collector (hereinafter referred to as “Services” or “Electronic Payment Services”) pursuant to RFP 25-049; and

WHEREAS, Grant Street represents that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Grant Street agree as follows:

AGREEMENT

1. Recitals.

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. Incorporated Documents.

The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performance by Grant Street in accordance with the terms of this Agreement. References to the term “Agreement” in this Agreement shall include references to all exhibits attached hereto.

- (1) RFP 25-049 attached hereto as “Exhibit A.”
- (2) Grant Street’s April 22, 2025 Credit Card Processing Services Proposal (“Grant Street’s Proposal”) attached hereto as “Exhibit B.”
- (3) Fees for Credit Card Processing Services as provided in Grant Street’s Proposal attached hereto as “Exhibit C.”
- (4) Additional Terms and Conditions attached hereto as “Exhibit D.”

In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any

exhibit or attachment, the terms of this Agreement shall control and govern.

3. Scope of Services.

- 3.1. Grant Street shall provide to County the Services set forth in Grant Street's Proposal, attached here to as Exhibit B.
- 3.2. At no cost, Grant Street will furnish and install all necessary equipment to process transactions at all locations stated in RFP 25-049. The point of sale devices ("POS Devices"), currently utilized by County, shall support EMV, point-to-point encryption, and contactless payment methods. The County will be responsible for maintaining and repairing the receipt printers. Grant Street is obtaining the POS Devices from a third-party supplier and makes no warranties or representations whatsoever with respect to the POS Devices and their operation. If County should add cashiering stations or open new office locations, Grant Street will provide new units at no cost to County.
- 3.3. Grant Street will provide maintenance to equipment (e.g. POS Devices), as needed, if needed, at no cost during the term of this Agreement. Upgraded equipment is to be included at no cost. In the event that additional hardware is required, it too shall be provided to County at no cost.
- 3.4. Grant Street to supply signage to specify payment methods and convenience fees at no cost to County.
- 3.5. The Electronic Payment Services, in accordance with the terms of the Agreement, may be in the form of: (i) certain approved credit and signature debit cards (each a "Card"); (ii) PIN debit card transactions; (iii) electronic check or other forms of payment through the Automated Clearing House (ACH) system (such payments being referred to as an "E-check"); (iv) contactless transactions, and (v) any other modes of electronic transactions offered by Grant Street that County may desire to accept in the future. Payments by Cards, E-checks, and the other payment forms described above shall hereinafter be referred to collectively as "E-payments." An individual or entity making E-payments hereunder shall be referred to as a "Payor".
- 3.6. In providing the Electronic Payment Services and in order to process E-payments, including Card payments from VISA, Inc., MasterCard International, Inc., Discover® Network, American Express, and certain similar entities (collectively the "Associations"), Grant Street will engage the services of acquiring financial institutions, including a member bank of the Associations and Card processor (collectively "the Acquirer").
- 3.7. In the event more than \$1 million in Visa transactions and/or \$10 million in MasterCard transactions (the "Benchmark Amount" as provided by the Association Operating Regulations, and is subject to change) is processed through and on behalf of Customer in any twelve month period, County will automatically be deemed to have accepted, and will be bound by, the Merchant Services Agreement for Sub Merchants ("Merchant Agreement"), which is set forth here: www.grantstreet.com/sub-merchant-agreement/. If the Merchant Agreement is updated during the term, the updated Merchant Agreement will control, and County will be deemed to have acknowledged and accepted the updated Merchant Agreement. If County's current or expected processing volume is less than the Benchmark Amount, then a Merchant Agreement for Sub Merchants will not be required.

4. Compromised Data Event

- 4.1. In the event that County or Grant Street becomes aware of a confirmed occurrence that could result, directly or indirectly, in the unauthorized access to, or disclosure of, County card account data or Personal Information has been or is reasonably suspected to have been subject to a use or disclosure not authorized by this Agreement ("Compromised Data Event"), County and Grant Street shall take

the following actions:

- a. Promptly (and in any event within 48 hours of becoming aware of such Compromised Data Event) notify the other party, in writing, of the occurrence of such Compromised Data Event;
 - b. County and Grant Street shall not alter or destroy any related records and shall maintain complete and accurate documentation regarding any modifications made to such records. In order to safeguard payor information and data, Grant Street reserves the right to discontinue processing Card payments related to the Compromised Data Event;
 - c. In the event of a Compromised Data Event, Grant Street, Bank, or Associations, may engage a forensic investigator. County shall cooperate with the forensic investigator so that it may immediately conduct an examination of County equipment, systems, County and County's third-party supplier's procedures and records, and issue a written report of its findings;
 - i. County shall share with Grant Street information related to County or any Associations' investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and Grant Street may share such information with the Associations.
 - ii. If Grant Street engages a forensic investigator, Grant Street shall be responsible for the cost of the forensic investigator.
 - d. Provide periodic updates of material information relating to any ongoing investigation to the other party;
 - e. Develop and implement an appropriate plan to remediate the cause of such Compromised Data Event; and
 - f. Cooperate in the efforts to comply with any applicable notification or other regulatory requirements applicable to such Compromised Data Event.
- 4.2. IN THE EVENT OF A COMPROMISED DATA EVENT AS DESCRIBED IN SUBSECTION 4.1 ABOVE, TO THE EXTENT THAT SUCH COMPROMISED DATA EVENT IS CAUSED BY GRANT STREET'S WILLFUL BREACH OF THIS AGREEMENT, THEN GRANT STREET WILL INDEMNIFY COUNTY AGAINST ANY LOSSES DUE TO THIRD-PARTY CLAIMS THAT RESULT FROM SUCH BREACH. COUNTY WILL COOPERATE WITH GRANT STREET IN RESPONDING TO A COMPROMISED DATA EVENT. SUCH INDEMNITY SHALL BE SUBJECT TO THE INDEMNIFICATION PROCEDURES IN SECTION 13 BELOW AND GRANT STREET'S RIGHT TO CONTROL THE DEFENSE AND/OR SETTLEMENT OF THE CLAIM.

5. Compensation and Payment

- 5.1. In consideration for providing County with Electronic Payment Services, Grant Street will charge to Payors a convenience fee, processing fee, or service fee, as set forth in Exhibit C of the Agreement. Payments by credit and signature debit cards (each a "Card"), PIN debit card transactions, electronic checks or other forms of payment through the Automated Clear House (ACH) system (referred to herein as "E-check"), digital wallets, contactless transactions, other payments forms, and any other modes of electronic transactions offered by Grant Street that County may desire to accept in the future shall hereinafter be referred to collectively as "E-payments." All persons making E-payments will be advised that payment with a Card, E-Check, or authorized E-payment method may be subject to a convenience fee, processing fee, or service fee for use of the Electronic Payment Services, as well as the amount of such fee or charge, and all E-payments made online via E-Check are offered at no charge to the payer. Depending on the type of transaction (e.g., tax or non-tax), the convenience fee,

processing fee, or service fee (“GSG Charges”) may be charged to the Payor separately or be included as part of the total amount of the transaction. In the event the Bank, Associations, or Issuers increase their fees, Grant Street may increase the GSG Charges correspondingly upon thirty (30) days advance written notice.

- 5.2. All performance of the Scope of Services by Grant Street including any changes in the Scope of Services satisfactorily performed will be performed only when approved in advance and authorized by County.
- 5.3. All travel expenses incurred by Grant Street or Grant Street’s subcontractors arising from the performance of Services under the Agreement shall be paid by Grant Street.
- 5.4. County will pay Grant Street based on the following procedures:

- a. Grant Street shall submit to County 2 copies of each invoice for costs related to Section 5.3, showing the amounts due in a form agreed upon by the parties, to the County Contract Manager and the following address:

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701, Richmond, Texas 77469
Email: auditor@fortbendcountytexas.gov, Fax: 281-341-3774

- b. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. If County disputes charges related to the invoice submitted by Grant Street, County shall notify Grant Street no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.5. County is not liable for chargebacks or other subsequent refusals for settlement initiated by any Payor, or any transactional fees, charges, or costs imposed by the Bank, Issuer, or other third party that may be associated therewith. All such chargebacks and/or refusal for settlement by a Payor will be credited to the Payor and County must mark in the tax application as "unpaid" all bills to which the contested payments were applied. In the event of any such chargeback and/or refusal for settlement, County shall allow the Bank or Grant Street to debit the amount of any such chargeback from County's Receiving Account. E-payments that have been charged back and not re-presented may not be reauthorized

- 5.6. Chargeback Process:
- a. Grant Street will fight the chargeback on the County's behalf, provide clear bank/card statement descriptions, use duplicate payment protection methods, display clear convenience fee warnings and descriptions, and provide very proactive customer service for Payor questions and issues to reduce the County's chargeback rate.
 - b. Grant Street will review the cardholder's claim, research the transaction, and may contact the County and/or the cardholder for more information. In many instances, Grant Street can resolve a dispute by speaking to the cardholder and providing transaction details. Grant Street will provide a written response to the card issuer, including copies of receipts and other relevant documentation. If a chargeback reversal is denied, Grant Street will confirm that all appropriate steps have been taken before notifying the County to invalidate payment.

- 5.7. Card Chargeback Process: The following is a description of the current chargeback process:
- a. Chargeback initiated by cardholder by contacting the Issuing Bank. Chargeback is debited from Grant Street's bank account and NOT County's bank account. This makes accounting much easier for the County.
 - b. Grant Street receives chargeback notice (from Worldpay or American Express)
 - c. Grant Street reviews and gathers information about transaction
 - d. Grant Street submits response to reverse chargeback:
 - i. Reversal request denied -- CLOSED IN CARD HOLDER'S FAVOR –or–
 - ii. Representment to Card Issuer and we get provisional credit pending final determination by Card Issuer.
 - e. Deadline passes with no notice from card issuer -- CLOSED IN MERCHANT'S FAVOR –or–
 - f. Receive pre-arbitration/2nd chargeback notice:
 - i. Merchant accepts chargeback -- CLOSED IN CARDHOLDER'S FAVOR –or–
 - ii. Merchant provides additional compelling evidence and goes to arbitration
 - g. Final ruling made by Card Association:
 - h. Only in the event that the Card Association's final ruling (Step 5.7(g) above) is in favor of the card holder will Grant Street communicate to the County that the payment needs to be invalidated in PaymentExpress. The County will then invalidate the payment, which will trigger a debit to the County's account and credit to Grant Street's account. The County has complete accounting control over the chargeback process at all times.
- 5.8. Grant Street shall staff a first level helpline during Business Hours to respond promptly to inquiries from Payors regarding any disputed E-payment and shall seek to resolve any disputes amicably. In seeking to resolve disputes, Grant Street may be required to engage County, the Bank, the Associations or other third parties. The Bank has reserved the right to charge Grant Street any applicable Association fees or charges, on account of excessive refunds, chargebacks or inquiries, as assessed by the Associations. In the event the Bank levies any such fees or charges against Grant Street as a result of County actions or inactions, County shall be solely responsible for such fees or charges, and Grant Street will be permitted to bill County for the same provided that Grant Street provides County with documentation thereof. Grant Street shall be solely responsible for such fees or charges. In the event County receives or obtains information regarding any claim or defense by a Payor with respect to a disputed E-payment, County agrees to provide Grant Street the following information in writing:
- a. The Payor's name;
 - b. A unique confirmation number (transaction sequence number, or other identifier) that Grant Street can use to reference the transaction in subsequent communications with the Bank;
 - c. The date and time the Payor asserted the claim or defense;
 - d. The nature of the claim or defense;
 - e. The action that County took in an attempt to resolve the dispute; and

- f. Upon request, County shall furnish Grant Street with this information within three (3) business days.

6. Term.

- 6.1. This Agreement is for a period of twenty-four (24) months, renewable annually under the terms and conditions by signed agreement of both parties.
- 6.2. Either party for any reason may terminate this Agreement by giving thirty (30) days written notice of the intent to terminate.

7. Termination.

- 7.1. Termination for Convenience: County may terminate this Agreement at any time upon sixty (60) days written notice issued by the County Judge or the Department Head.
- 7.2. Termination for Default
 - a. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - i. If Grant Street fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - ii. Either Party may terminate this Agreement upon written notice to the other if the other materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the terminating party's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice specifying such breach or failure.
 - b. If, after termination, it is determined by the terminating party that for any reason whatsoever that the breaching party was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above
- 7.3. Upon termination of this Agreement, County shall compensate Grant Street in accordance with Section 5, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Grant Street's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 5 above.
- 7.4. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Grant Street.
- 7.5. If the Agreement is not terminated prior to the expiration of the Agreement, it shall automatically renew for a period of one (1) additional year, according to the same terms. The Parties may mutually agree to amend those terms.
- 7.6. Grant Street may terminate the Agreement:
 - a. Immediately, in the event the agreement between Grant Street and the Bank is terminated for any reason, and Grant Street is unable to find a suitable replacement; or

- b. Immediately, in the event County notifies Grant Street, pursuant to Sections 5.1 or 5.4 of Exhibit D of any legal requirement that conflicts with Grant Street's contractual obligations to the Bank or the Associations. If Grant Street has reason to believe that its agreement with the Bank is going to be terminated for any reason, then Grant Street shall provide County with as much advance notice as is practicable under the circumstances to allow County an opportunity to limit any potential disruption in services to County's customers.

8. Modifications and Waivers.

- 8.1. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 8.2. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- 8.3. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

9. Ownership and Reuse of Documents.

All documents, data, reports, research, graphic presentation materials, and other work product developed by Grant Street in connection with its performance under this Agreement shall remain the exclusive property of Grant Street. Grant Street grants County a limited, non-transferable, non-sublicensable license to use the work product solely for the County's use of the Services. Grant Street shall, upon County's reasonable request, provide copies of such work product in the form and format maintained by Grant Street. Except for the limited license expressly stated in this Section, no ownership, rights, or interests in the work product or in Grant Street's intellectual property are transferred to County.

10. Inspection of Books and Records.

Grant Street will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Grant Street for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect does not survive the termination of this Agreement.

11. Insurance.

- 11.1. Prior to commencement of the Services, Grant Street shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to County. Grant Street shall provide certified copies of insurance endorsements and/or policies if requested by County. Grant Street shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Grant Street shall obtain such insurance written on an Occurrence form (or Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - a. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - c. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - d. Professional Liability insurance may be made with limits not less than \$1,000,000.
- 11.2. County and the members of Commissioners Court shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except for Workers' Compensation and Professional Liability Insurance. All Liability policies including Workers' Compensation written on behalf of Grant Street shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 11.3. If required coverage is written on a claims-made basis, Grant Street warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.
- 11.4. Grant Street shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 11.5. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Grant Street.

12. Confidential and Proprietary Information.

- 12.1. Grant Street acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Subject to the exceptions set forth below, any and all information of any form obtained by Grant Street or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Grant Street shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:
- a. Is or becomes (other than by disclosure by Grant Street) publicly known or is contained in a publicly available document;
 - b. Is rightfully in Grant Street's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or
 - c. Is independently developed by employees or agents of Grant Street without reference to Confidential Information.
- 12.2. Grant Street agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grant Street uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Grant Street shall use its best

efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Grant Street shall advise County immediately in the event Grant Street learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Grant Street will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Grant Street against any such person. Grant Street agrees that, except as directed by County, Grant Street will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Grant Street will promptly turn over to County all documents, papers, and other matter in Grant Street's possession which embody Confidential Information.

- 12.3. Grant Street acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grant Street acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 12.4. In providing all services hereunder, Grant Street agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 12.5. Grant Street expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties where required by the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Grant Street shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
- 12.6. County hereby agrees to hold all Confidential Information of Grant Street (as defined in Exhibit D) as Confidential Information and take such steps as are reasonably necessary to safeguard the Electronic Payment Applications and/or Confidential Information in accordance with the applicable retention laws. County's obligations, as set out in this Section 12, survive any termination of this Agreement.

13. Indemnity.

- 13.1. GRANT STREET SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL THIRD-PARTY LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF GRANT STREET, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF GRANT STREET OR ANY OF GRANT STREET'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.
- 13.2. IN NO EVENT WILL GRANT STREET'S AGGREGATE LIABILITY TO COUNTY FOR DAMAGES UNDER ANY THEORY OF LIABILITY OR FORM OF ACTION EXCEED THE TOTAL AMOUNT OF FEES EARNED BY GRANT STREET WITH RESPECT TO THE ELECTRONIC PAYMENT SERVICES DURING THE TWELVE

(12) MONTH PERIOD PRECEDING THE EVENT THAT CAUSED SUCH DAMAGES (“REGULAR CAP”); PROVIDED, HOWEVER, THAT WITH RESPECT TO CLAIMS UNDER SECTION 4.2 AND SECTION 12, GRANT STREET SHALL NOT BE LIABLE FOR DAMAGES, IN THE AGGREGATE, THAT EXCEED THE GREATER OF TWO TIMES THE REGULAR CAP OR \$1 MILLION.

14. Notices.

- 14.1. Each giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 14.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Fort Bend County
Attn: Tax Assessor-Collector
201 Jackson Street
Richmond, TX 77469

Copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, TX 77469

Grant Street: Grant Street Group, LLC
Attn: Daniel J. Veres
339 Sixth Avenue, Ste 1400, Pittsburgh, PA 15222
Email: daniel.j.veres@grantstreet.com

- 14.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
 - i. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - ii. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

15. Compliance with Laws.

Grant Street shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, as applicable to its obligations under this Agreement. When required by County, Grant Street shall furnish County with certification or statement of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

16. Performance Warranty.

- 16.1. Grant Street warrants to County that Grant Street has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Grant Street will apply that skill and knowledge with care and diligence to perform and deliver the Services in accordance with the highest professional standards. The foregoing warranty is subject to the limitations in this Agreement and Exhibit D.
- 16.2. Grant Street warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits. The foregoing warranties are subject to the limitations in this Agreement and Exhibit B. The foregoing warranty is subject to the limitations in this Agreement and Exhibit D.

17. Assignment and Delegation.

- 17.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Grant Street are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County. Notwithstanding the foregoing, Grant Street may assign this Agreement in its entirety, upon notice to County, to: (i) a corporate affiliate or in connection with a merger, acquisition, corporate reorganization; (ii) its successor by sale of all or substantially all of its stock or assets; or (iii) any successor to the applicable business operations of Grant Street.
- 17.2. Neither party may delegate any performance under this Agreement.
- 17.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

18. Independent Contractor.

- 18.1. In the performance of work or services hereunder, Grant Street shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Grant Street or, where permitted, of its subcontractors.
- 18.2. Grant Street and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

19. Applicable Law.

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

20. Successors and Assigns.

County and Grant Street bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

21. Third Party Beneficiaries.

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

22. Severability.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

23. Publicity.

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Grant Street release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

24. Captions.

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

25. Conflict.

In the event there is a conflict between this Agreement and any attachment or exhibit, this Agreement controls.

26. Certain State Law Requirements for Contracts. The contents of this section are required by Texas Law and are included by County regardless of content.

26.1. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Grant Street verifies that if Grant Street employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Grant Street does not boycott Israel and will not boycott Israel during the term of this Agreement.

26.2. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Grant Street represents, pursuant to Section 2252.152 of the Texas Government Code, that Grant Street is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.501, Section 807.051, or Section 2253.153.

27. Human Trafficking. BY ACCEPTANCE OF CONTRACT, GRANT STREET ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

28. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "force majeure". For purposes of this Agreement, the term "force majeure" means any cause, action, or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party, including, but not limited to, natural disasters, wars, power failures, internet outages, and other acts of God. Upon notice of a force majeure event, the party whose

performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

29. Understanding, Fair Construction.

By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

30. Conflict.

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Credit Card Processing Services for Fort Bend County Tax Assessor Collector Pursuant to Fort Bend County RFP 25-049*, second: Exhibit A *RFP 25-049*, and third: Exhibit B *Grant Street's April 22, 2025 Credit Card Processing Services Proposal*.

31. Electronic and Digital Signatures.

- 31.1. The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
- 31.2. By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable party hereto and has the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

32. Entire Agreement.

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

[EXECUTION PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

GRANT STREET GROUP, LLC



Authorized Agent - Signature

Daniel J. Veres

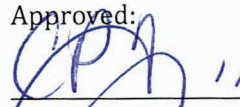
Authorized Agent - Printed Name

Executive Vice President

Title

02/06/2026

Date

Approved:


Carmen P. Turner,
Tax Assessor-Collector

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ -0- to accomplish and pay the obligation of Fort Bend County under this Agreement as the County is not being charged any fees under this Agreement.

Robert E. Sturdivant, County Auditor

Attachments:

- Exhibit A: RFP 25-049
- Exhibit B: Grant Street's April 22, 2025 Credit Card Processing Services Proposal
- Exhibit C: Fees for Credit Card Processing Services
- Exhibit D: Additional Terms and Conditions

i:\agreements\2025 agreements\purchasing\purchasing\grant street group, inc (25-purch-100954)\agreement for credit card processing.tax assessor collector (kcj - 8.18.2025) v2 10.21.2025 v3 12.19.2025 v4 1.30.2026

EXHIBIT A

RFP 25-049

****AMENDED 04/08/2025**
***AMENDED 04/02/2025**
Fort Bend County, Texas
Request for Proposals



Credit Card Processing Services
for Fort Bend County Tax Assessor-Collector
RFP 25-049

SUBMIT SEALED PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

*Tuesday, April 15 ~~April 8~~, 2025
2:00 PM (Central)

LABEL SEALED ENVELOPE/BOX:

RFP 25-049
CREDIT CARD SERVICES

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Result will be provide, upon request,
after final agreement is approved by
Commissioners Court.

Requests for information must be in
writing and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 03/03/2025
Issued: 03/23/2025



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Brooke Lindemann
Interim Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business		<input type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?
		<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt	
Federal ID # or S.S. #			SAM.gov	Unique Entity ID #
SAM.gov CAGE / NCAGE				
Publicly Traded Business ___ No ___ Yes Ticker Symbol _____				
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.		DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____
		SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Exp Date</u> _____
		HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
		WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts		<\$500,000 _____	\$500,000-\$4,999,999 _____	
		\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

- 1.1 Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks Proposals (“Proposals or RFP”) to provide credit card processing services to the Tax Assessor-Collector. Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in the RFP.
- 1.2 During its review of the RFP’s, the County reserves the right to request additional information and to meet with a vendor’s representatives to discuss and/or request clarifications of items submitted in the application.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email or written correspondence.

PROPOSAL CONTACT:

Melissa Stavinoha
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Melissa.Stavinoha@fortbendcountytexas.gov

*4.0 SUBMISSION REQUIREMENTS:

- *4.1 Submission requirements: one (1) original proposal, five (5) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Tuesday, April 15 April 8, 2025**. Flash drive must contain only one (1) file in PDF format and must match the respondent's written/original/paper response identically. If Excel file(s) are provided with the RFP solicitation, complete the Excel file(s), and save on the flash drive as well. Include a PDF of the completed Excel file(s) within your electronic response and paper copies. Failure to provide proper original, flash drive or copies is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R25-049
Purchasing Department	*Due Date: Tuesday, April 15 April 8 , 2025
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, TX 77469	For: Credit Card Processing Services

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time after confirmation of addendum status. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, emailed or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at

once request in writing an interpretation from the County’s Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County’s Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, April 1, 2025 at 10:00AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

***8.0 TENTATIVE SCHEDULE:**

Release of RFP:	March 23, 2025
Deadline for Questions:	April 1, 2025, 10:00 AM
Submission Due Date:	*April 15 April 8 , 2025, 2:00 PM
Evaluation of Submissions:	*Week of April 21 April 14 , 2025
Commissioners Court Permission to Negotiate:	May 13, 2025
Negotiations:	Begin May 14, 2025
Final Contract Approval Commissioners Court:	*June 24 June 10 , 2025

9.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

10.0 RETENTION OF RESPONDENT’S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners’ Court.

12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 12.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 12.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 12.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

14.0 CONFIDENTIAL MATTERS:

- 14.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 14.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

15.0 LIMITS OF SUBCONTRACTORS:

- 15.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

- 15.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

18.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

19.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

20.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

21.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

22.0 TEXAS ETHICS COMMISSION FORM 1295:

- 22.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the

Form 1295 online through the State of Texas Ethics Commission website. Please visit:

<https://www.ethics.state.tx.us/filinginfo/1295/>

22.2 On-line instructions:

22.2.1 Name of governmental entity is to read: Fort Bend County.

22.2.2 Identification number use: RFP 25-049.

22.2.3 Description is: Credit Card Services.

22.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

23.0 INSURANCE:

23.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

23.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

23.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

23.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

- 23.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 23.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 23.3 County and the members of Commissioners Court shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 23.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

24.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

25.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 25.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 25.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall

be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 25.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 25.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 25.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 25.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 25.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

26.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 26.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 26.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller

of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

27.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

28.0 PRE-RFP CONFERENCE:

There is no PRE-RFP conference scheduled for this project.

29.0 SPECIFICATIONS:

29.1 Fort Bend County seeks proposals for credit card and e-check services as a periodic review of available services and fees. Our anticipated project start date is July 23, 2025. The Tax Office seeks to minimize the convenience fees charged to taxpayers for using credit cards. See the following chart below for volume of transactions and revenues by category for the last three years.

Dates	Credit/Debit Card Volume In Person	Revenue In Person	Credit/Debit Card Volume Online	Revenue Online	E-check Volume Online	Revenue Online
10/1/23 - 9/30/24	143,132	\$32,999,472	23,469	\$77,705,991	77,524	\$501,139,463
10/1/22 - 9/30/23	143,800	\$38,807,106	20,383	\$67,413,539	68,188	\$445,503,377
10/1/21 - 9/30/22	145,960	\$33,468,135	17,486	\$51,623,644	62,582	\$357,784,801

29.2 All credit card deposits are to be received in Tax Office’s depository bank (currently Cadence Bank) on the second day after payment is made. No Fort Bend County monies shall be held in reserve for clearing of refunds or chargebacks.

29.3 Deposits shall be made into separate bank accounts by type of business (auto or property, SIT, Parks & Wildlife, etc.) and broken down by office location.

29.4 Deposit must be within forty-eight (48) hours of settlement. All credit card types for the same business day must be deposited on the same deposit day.

29.5 Vendor must be able to provide daily, monthly, and annual customizable reports. Reports through a real time online site. Reports shall be in .csv, excel and pdf format. Please include a sample settlement report, to include, but not limited to, break-downs by Location, Payment and Item Type, with a transaction listing to include transaction number, confirmation number, amount, name, account number

and date as well as e-check settlements with the RFP submittal. Provide sample summary monthly and annual reports.

- 29.6 The Tax Office experienced approximately twenty-five (25) credit card chargebacks and approximately three hundred fifty-six (356) partial/full credit card refunds last fiscal year. The Vendor's online site must allow the tax office to initiate voids, partial and full refund of payments, and invalidation of chargebacks. Explain in detail how credit card chargebacks, voids and refunds are processed from the time the transaction is initiated to the time the customer receives the funds, or the transaction is completed. For refunds, include the length of time before the customer receives their funds and whether the customer receives any of the convenience fee back.
- 29.7 Equipment, and Signage: Vendor to furnish and install, at no fee, all necessary equipment to process transactions at the following locations as stated in Section 30.0. Vendor to provide maintenance to equipment as needed, if needed, at no fee. Upgraded equipment is to be included, at no fee. In the event that additional hardware is required, it too shall be provided at no fee. Vendor to supply signage to specify payment methods and convenience fees at no cost.
- 29.8 Implementation and Training: Vendor shall provide detailed outline of implementation plan to include timeline and training of the County staff. The training shall be provided at each County designated facility. Vendor to adhere to County Travel Policy (attached).
- 29.9 Provide detail of any expenses that may be charged to the Tax Office during implementation as well as during the term of the agreement.
- 29.10 Provide a copy of your Service Level Agreement, to include, call center location, response time for connectivity issues, and communication methods available to both tax office employees and taxpayers for problem alerts and resolutions.
- 29.11 Provide details of any data breach your company experienced within the past five (5) years. Provide the changes that have been made to prevent this from happening in the future
- 29.12 Provide details regarding your disaster recovery plan.
- ~~**29.13 Vendor must be located within 300 miles of Fort Bend County to facilitate the relationship with tax office employees.~~ The vendor should be able to facilitate effective collaboration with tax office employees, including local representatives. Vendors located outside of 300 miles of Fort Bend County will not be disqualified as long as their local representative is within 300 miles of Fort Bend County.
- 29.14 Must be able to access real time confirmation of credit card transactions.

- 29.15 Point of Sale Transactions: Point of sale payments at the counter will not interface with software. The Tax Office currently uses Ingenico Lane 5000 TriPOS devices. Devices shall be standalone credit card machines with the ability to generate and print receipts through the vendor's online site for both the customer and tax office. Must also include separate PIN pad for customer to swipe/dip their own card and enter their PIN, if required. Staff shall not be required to handle cards.
- 29.15.1 Customer receipts shall itemize transaction amount and convenience fee separately.
 - 29.15.2 Devices must have the ability to swipe cards and accept chip cards and contactless payment.
 - 29.15.3 No second swipe/dip of the card shall be required to assess the convenience fee.
 - 29.15.4 POS units will connect to credit card vendor through IP address using existing Ethernet connections and wiring.
 - 29.15.5 POS devices must be able to process payments for multiple departments (ie. Auto, property, beer & liquor).
- 29.16 Online Transactions: Fort Bend County utilizes ACT tax collection software. The vendor will be required to interface with ACT for collection and scheduling of online property tax payments.
- 29.16.1 Vendor to accept payment of multiple tax accounts online. Payments to be placed in a shopping cart and paid by one transaction.
 - 29.16.2 Vendor to have capability to process scheduled future and/or recurring payments and accept PayPal, Google Pay, Apple Pay, Venmo, etc.
 - 29.16.3 Vendor to provide online e-check transactions at no fee.
 - 29.16.4 Vendor to have capability to process payments made through our Bill Pay Kiosk software for several offices, software provided by DynaTouch and ACT.
 - 29.16.5 The Tax Office experienced approximately five hundred forty (540) e-check returns last fiscal year. Describe how e-checks are processed and their settlement times. Also describe the steps taken when an e-check is declined.
 - 29.16.6 Fort Bend County receives a higher volume of payments on certain days of the year; therefore, vendor is to be certain to have the capability to handle extremely large volume of payments to ensure no system crash

or slow-down of payments to be made. Describe what safeguards you have in place to prevent crashes or slowing of transactions. Vendor must provide data on volume of transactions processed and dates for their three (3) busiest days for each of the last three (3) years.

30.0 SERVICE LOCATIONS:

- 30.1 Richmond – 1317 Eugene Heimann Cir, Richmond, TX 77469 (17 machines)
- 30.2 Katy Branch – 22333 Grand Corner Dr., Katy, TX 77494 (7 machines & 1 Kiosk)
- 30.3 Missouri City Annex Branch – 307 Texas Pkwy, Ste 113, Missouri City, TX 77489-1151 (12 machines & 1 Kiosk)
- 30.4 Needville Branch – 3743 School St., Needville, TX 77461 (2 machines)
- 30.5 Sienna Annex Branch – 5855 Sienna Springs Way, Missouri City, TX 77459 (7 machines)
- 30.6 Sugar Land Branch – 151 Stadium Dr, Ste 175, Sugar Land, TX 77498 (8 machines)

31.0 TERM OF CONTRACT:

This contract is for a period of twenty-four (24) months, renewable annually under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

32.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 32.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Fees

- 3 Firm Experience
 - 4 Staff Experience
 - 5 Required forms and overall completeness of submission
- 32.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 32.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of similar past projects. Include a list of current and/or pending installations, including number of licensed users.
- 32.4 Respondents will be evaluated utilizing the factors, as weighted below:
- Tab 1
Understanding Scope of Work (weight factor = 35%)
- Respondent must express, in detail, their understanding of this specific project, proposed services, and ability to successfully deliver the services of the scope set forth in this RFP under Section 29.
- Tab 2
Fees (weight factor = 30%)
- Complete Exhibit I: Fees
- Tab 3
Firm Experience (weight factor = 20%)
- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing credit card services to governmental entities with emphasis on City and/or County governments. If applicable, provide client information on Texas county, city, and/or school tax offices. List the three (3) most relevant projects launched within the last ten (10) years. Provide the name and location of each client, contact name with phone number and email address, start date and length of time equipment/services have been in use.
- Tab 4
Staff Experience (weight factor = 10%)
- Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing credit card services. Describe the role and provide resumes of each team member who will be assigned to this project; resumes to include a minimum of three (3) relevant projects

launched within the last ten (10) years, provide the name and location of each client, contact name with phone number and email address, start date and length of time equipment/services have been in use.

Tab 5

Required forms and overall completeness of submission (weight factor = 5%)

- Proof of Insurance
- Completed W9 form
- Completed debt form

33.0 AWARD:

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than four (4) firms. These firms will be requested to submit additional information and may be invited for a presentation with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

Firms/Respondents shall not contact any members or employees of Fort Bend County regarding this RFP, evaluation, or selection process. See Section 3.0. Contact discovered in any other such manner, is considered grounds for disqualification.

34.0 VENDOR STATUS:

The awarded vendor is required to hold an active status on the SAM.gov website, if applicable, <https://sam.gov/content/home>, and with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

35.0 EXHIBIT:

**35.1 Exhibit I: Fees

35.2 Exhibit II: County Travel Policy

36.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached/included and return with submission:

36.1 Vendor Form

36.2 W9 Form

36.3 Tax Form/Debt/Residence Certification

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																		
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RFP 25-049

Exhibit I: Fees

On-Line Credit _____ % per transaction
_____ minimum transaction fee

Face to Face Pin Debit _____ % per transaction
_____ minimum transaction fee

Face to Face Credit _____ % per transaction
_____ minimum transaction fee

Non-consumer cards: _____ % per transaction
_____ minimum transaction fee

Non-domestic: _____ % per transaction
_____ minimum transaction fee

E-Check Validation _____ % per transaction
_____ minimum transaction fee

Settlement time for E-check _____ hours

Settlement time for Credit Cards _____ hours

Exhibit II

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

Revised September 26, 2023, Effective October 1, 2023

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas**

Exhibit II

Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with the reimbursement request.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate, you may book a room at another hotel at a rate equal to or lower than the conference/seminar rate.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate or at the conference/seminar rate, you may provide three (3) comps to support the higher rate. This will serve as the justification for the higher rate. The comparable hotels should be within five miles of the host event and should be of similar hotel class.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate.

If a traveler cannot find a traditional hotel, a direct rental (Airbnb, VRBO, etc.) is allowable. All previous maximum daily rates still apply. Any fees incurred through a direct rental must also be included in the daily rate calculation and remain below the limits. Fees may include, but are not limited to, cleaning fees, extra guest fees, or service fees. (Taxes are not included in this calculation, as they are charged to hotel stays as well).

Travel websites including but not limited to Expedia and Travelocity shall not be used to book lodging.

In order to qualify for any of the above-mentioned exceptions, a lodging reservation must be made 14 days prior to travel. If travel is required without 14-day notice, the traveler must provide back-up which explains why the 14-day advance booking was not possible.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Exhibit II

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

Meals including in-state and out-of-state will be reimbursed to the traveler at a flat rate of \$70 (full day). The travelers per diem on the departure day and final day will be at 75% of the per diem, which is \$52.50. The amount reimbursed will be paid through payroll and is subject to federal taxation.

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

Day trips: Prior to 01/01/2024 – Meals will not be reimbursed for trips that do not require an overnight stay. Effective 01/01/2024 - The traveler is subject to per diem reimbursement. Day trip includes a trip outside the County that requires a traveler to leave Fort Bend before 7:00 AM and/or return to the County after 6:00 PM will be eligible for reimbursement at 75% of the per diem, which is \$52.50. Amount reimbursed for day trips will be paid through payroll and are subject to federal taxation.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by

Exhibit II

a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: The County will only reimburse direct travel to and from a location where County-related business is being conducted. Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Enterprise for the State Travel Management Program is listed here: <https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php>

When making a reservation traveler should provide the County's agency # [REDACTED]. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is [REDACTED]
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Exhibit II

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form <https://econnect.fortbendcountytx.gov/documents-forms/auditors-office-forms> for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

CREDIT CARD BREAKDOWN

IN PERSON

2021-2022	VOLUME	REVENUE
AUTO		
CREDIT	87403	14,648,912.00
DEBIT	52971	10,019,723.00
TOTAL	140374	24,668,635.00
PROPERTY		
CREDIT	2234	4,188,908.00
DEBIT	2990	4,427,159.00
TOTAL	5224	8,616,067.00
BOAT		
CREDIT	226	92,323.00
DEBIT	136	91,110.00
TOTAL	362	183,433.00
GRAND TOTAL	329,031	33,468,135.00

2022-2023	VOLUME	REVENUE
AUTO		
CREDIT	49097	9,975,265.00
DEBIT	88039	16,618,746.00
TOTAL	137136	26,594,011.00
PROPERTY		
CREDIT	2940	6,739,925.00
DEBIT	3349	5,279,133.00
TOTAL	6289	12,019,058.00
BOAT		
CREDIT	207	111,688.00
DEBIT	168	82,349.00
TOTAL	375	194,037.00
GRAND TOTAL	143,800	38,807,106.00

2023-2024	VOLUME	REVENUE
AUTO		
CREDIT	96593	15,130,141.00
DEBIT	39997	6,819,475.00
TOTAL	136590	21,949,616.00
PROPERTY		
CREDIT	3019	5,782,907.00
DEBIT	3190	5,141,599.00
TOTAL	6209	10,924,506.00
BOAT		
CREDIT	200	66,549.00
DEBIT	133	58,801.00
TOTAL	333	125,350.00
GRAND TOTAL	143,132	32,999,472.00

ONLINE - ALL CARDS ARE RAN AS CREDIT

2021-2022	VOLUME	REVENUE
PROPERTY		
CREDIT	17376	51,617,846.00
TOTAL	17376	51,617,846.00
SIT		
CREDIT	110	5,798.00
TOTAL	110	5,798.00
GRAND TOTAL	23,174	51,623,644.00

2022-2023	VOLUME	REVENUE
PROPERTY		
CREDIT	20183	67,399,415.00
TOTAL	20183	67,399,415.00
SIT		
CREDIT	200	14,124.00
TOTAL	200	14,124.00
GRAND TOTAL	20,383	67,413,539.00

2023-2024	VOLUME	REVENUE
PROPERTY		
CREDIT	23306	77,651,295.00
TOTAL	23306	77,651,295.00
SIT		
CREDIT	163	54,696.00
TOTAL	163	54,696.00
GRAND TOTAL	23,469	77,705,991.00



a better way
to handle bill
payments

MILLIONS OF
UNBANKED &
UNDERBANKED
HOUSEHOLDS
**NEED A SECURE,
SIMPLE WAY TO
PAY THEIR BILLS
WITH CASH.**

Accepting in-person payments has issues like liability and readability, and limited staff puts pressure on providing good service. Performing simple transactions by customer service representatives is not cost-effective.

BillPay Kiosk™ is a secure, easy, efficient way to accept utility bill payments.

Utilities can use 24/7 accessible bill payment kiosks instead of payment counters or drop boxes for more efficient payment from all consumers, including the underbanked.



A DIVISION OF  HARRIS





KEY FEATURES

Consider security, integration, ease of use, maintenance, and compliance before implementing a self-service bill payment kiosk. Our solution offers:

- ✔ **Line Busting:** Reduce or eliminate congestion within your office and free up your staff
- ✔ **Reliable Revenue Collection:** Cash, check, debit, or credit, BillPay Kiosk simplifies the accounting process, posts payments in real-time and decreases liability and shrinkage
- ✔ **Reduced Servicing:** Includes a high-grade retail cash acceptor with one of the fastest acceptance rates in the industry
- ✔ **Safety:** Along with 24/7 tamper detection, all our kiosk cash acceptors are secured in a secondary 11-gauge cash vault which is keyed separately, so service personnel don't have access to cash
- ✔ **Data Security:** Keep your data secure with end-to-end encryption, PCI-compliance, and facial recognition for staff
- ✔ **Customizable Branding:** Hardware is available in a variety of colors, and signage features your logo
- ✔ **Accessibility:** Empower your customers with multiple languages, 24/7 availability and ADA compliance



a better way
to handle bill
payments



WHAT SETS US APART



BillPay Kiosk is the result of over 35 years of experience in the kiosk industry; the team at DynaTouch has applied their extensive knowledge to design and develop a bill payment solution that is user-friendly, highly functional, secure, and reliable.

✔ **TIPS™ Kiosk Management Software**

Designed specifically for unattended, public access environments, TIPS includes a full suite of cloud-based admin tools and reports.

✔ **Track Record of Success**

With dozens of successful deployments across the United States, BillPay Kiosk helps big and small utilities collect millions of dollars through self-service.

✔ **Your Kiosk Partner, Every Step of the Way**

From concept to completion, we will support you in every step of the process. DynaTouch offers:

- Solution design and implementation planning
- CIS & Payment Processing integration
- Custom powdercoat, vinyl, LED, accent colors
- On-site training and installation by a DynaTouch professional
- Customized attract loop graphics

✔ **Industry Leading Services and Support**

We provide on-site installation and training, and a live helpdesk and web-based support are always here for you.

“

BILLPAY KIOSK MADE PAYING
YOUR BILL IN-PERSON
SIMPLE, SECURE AND SAFE.

- Rita Ellison, Revenue Manager
City of Concord

”



ADVANTAGES FOR UTILITIES

- ✔ Fast, reliable revenue collection from consumers, whether payments are made with cash, check, debit or credit
- ✔ Increased customer satisfaction; quick and efficient bill payment process
- ✔ Consistent, detailed data collection and reporting
- ✔ Advanced security features for PCI compliant transactions
- ✔ Improved staff productivity and/or reduced overhead due to fewer repetitive, low-complexity transactions
- ✔ Decreased liability and shrinkage as customer service representatives are no longer required to handle cash and credit cards

cash,
credit,
check
accepted
here



a better way
to handle bill
payments



ADVANTAGES FOR CONSUMERS

When dealing with the utility company is easy and convenient for customers, satisfaction will increase - and so will consistent and on-time payments. Intuitive and convenient, a BillPay Kiosk session takes under a minute from start-to-finish.

- ✔ Quicker service for simple bill payment transactions, with flexible payment options
- ✔ Increased access—kiosks can be made available when no staff members are on duty or after hours
- ✔ Peace of mind when transactions post immediately to the CIS—for example, making a last-minute bill payment
- ✔ True self-service performance with intuitive interfaces and support for multiple languages



USER INTERFACE

Your logo will be presented at the top of every screen, and in the attract loop images when the kiosk is not in use. To use the kiosk, simply touch the screen.

Language Options

Currently in English or Spanish

Bill Lookup Options

BillPay Kiosk is built to work with many common Customer Information Systems; depending on your CIS, users find their information by:

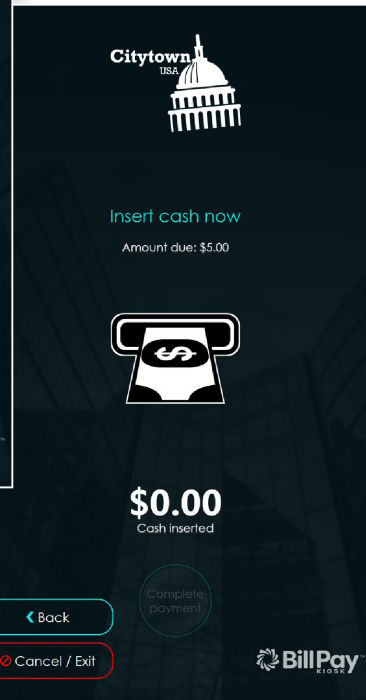
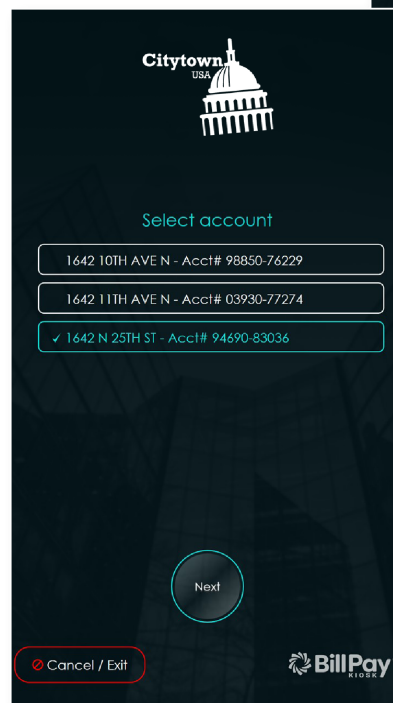
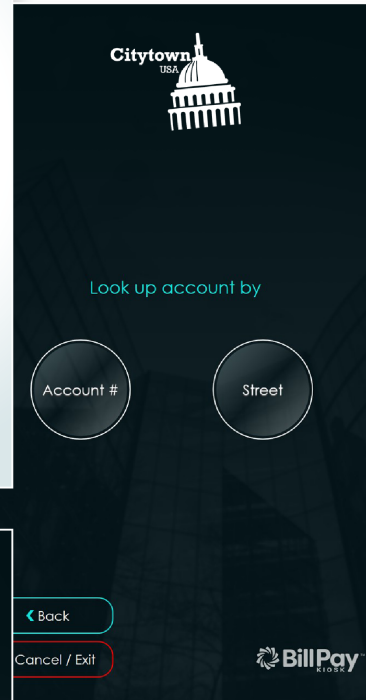
- Scanning the barcode/QR code on their bill
- Account Number
- Address
- Phone

Payment Options

BillPay Kiosk integrates with payment providers InvoiceCloud, Paymentus, and others. Depending on your payment processor or preferences, BillPay Kiosk can accept payment in the form of a check, cash, or credit card.

Receipt Options

- Print receipts
- Email receipts
- Text receipts



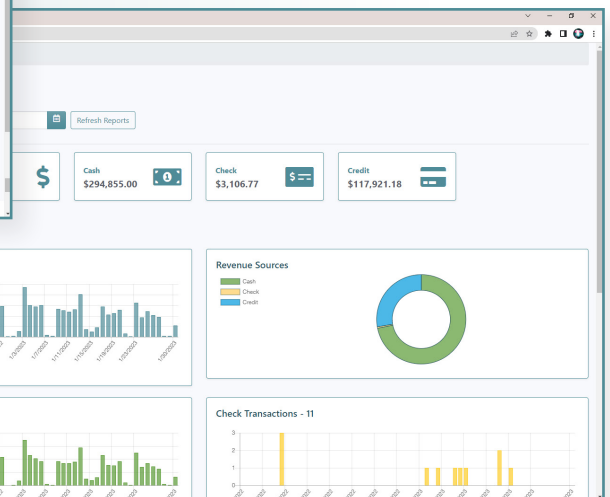
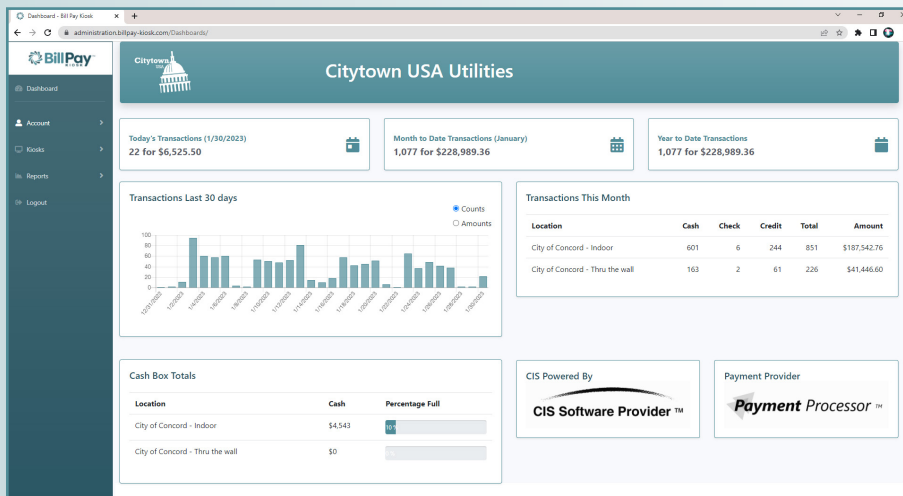
a better way
to handle bill
payments



ADMINISTRATION **PORTAL**

BillPay Kiosk also includes an administration portal, where you can access reports and analytics for your system: discover your busiest days, get notified when your cash box is near full, add and remove users, all from your computer.

- **Kiosk Diagnostics**
- **Daily, Monthly, Year-to-Date totals**
- **Payments by payment type**
- **Cash Box Totals (% full)**
- **Add, remove, or edit users and their permissions**



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BILLPAY KIOSK™ ASSISTS THE CITY OF CONCORD TO COLLECT **\$3.3M** IN PAYMENTS

Read about our successful implementation with the City of Concord, which, since the kiosk's deployment in October 2020, has collected **\$3.3M in payments**

(as of November 2022).

READ MORE:



| A DIVISION OF



www.billpay-kiosk.com

KIOSK Konnnect™

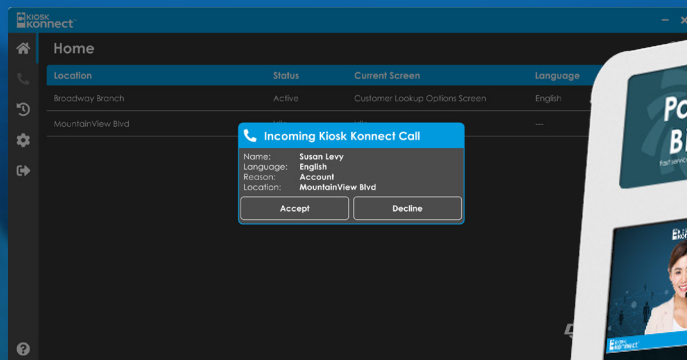
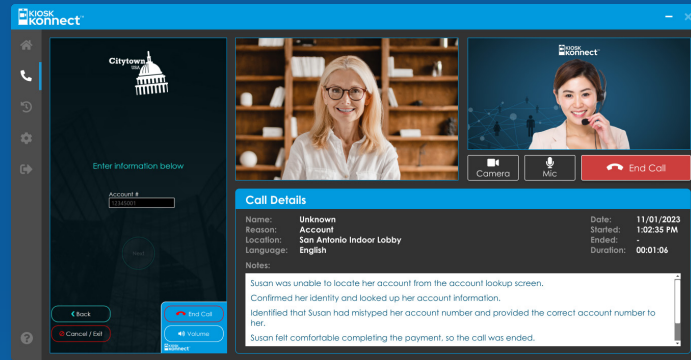
Kiosk Video Conferencing to Empower Customer Service Excellence

Kiosk Konnect™ seamlessly integrates with your existing BillPay Kiosk infrastructure, providing you with a new dimension of customer support

Real-Time Support: Instant video and audio calls with kiosk screen sharing for immediate assistance to your customers

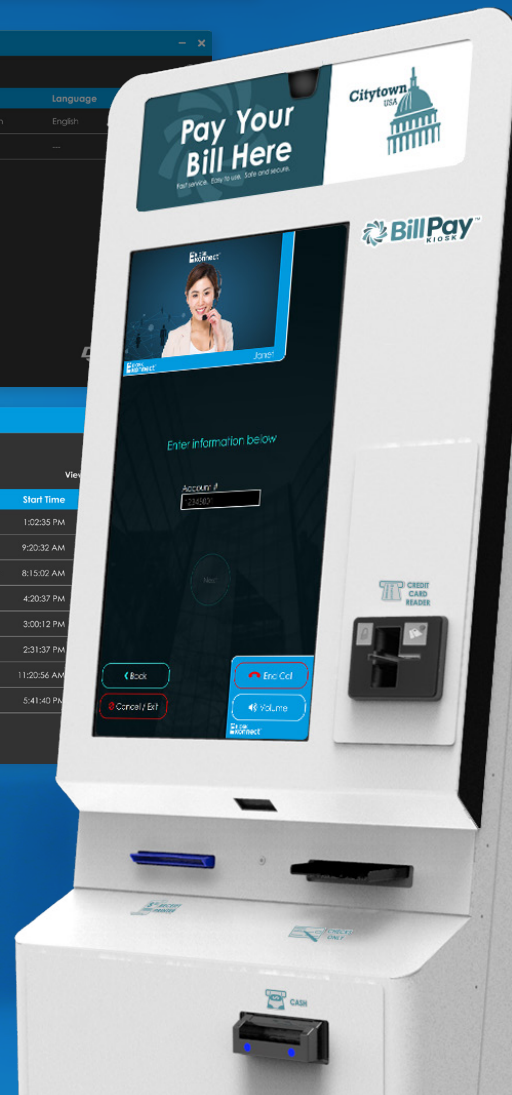
Call Routing: Smart call tree logic ensures calls are directed to the appropriate agent

Call Documentation: Keep track of call notes for insightful reporting on call types and frequency



Call History

Date	Location	Reason	Name	Language	Start Time
1/18/2024	MountainView Blvd	Account	Susan Levy	English	1:02:35 PM
1/18/2024	Broadway Branch	Kiosk	Jill Anderson	English	9:20:32 AM
1/18/2024	Wood Shadow	Account	Unknown	Vietnamese	8:15:02 AM
1/17/2024	Broadway Branch	Payment	Aaron Galindo	Spanish	4:20:37 PM
1/17/2024	NorthStar Mall	Account	Unknown	English	3:00:12 PM
1/17/2024	Miller Lane	Kiosk	Christine Barfoot	English	2:31:37 PM
1/17/2024	Broadway Branch	Account	Unknown	Spanish	11:20:56 AM
1/14/2024	Broadway Branch	Account	Unknown	English	5:41:40 PM



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HARDWARE INDOOR

Our indoor BillPay Kiosk model looks great in any office. This kiosk features eye-catching LED lighting to let your customers know to "Pay Your Bill Here."

- Camera
- 22" Touchscreen
- Barcode Scanner
- Card Reader
- Check Reader
- Bill Acceptor
- Receipt Printer



a better way
to handle bill
payments



HARDWARE OUTDOOR

The outdoor model is specifically designed to be weather-resistant against hot and cold, ensuring a reliable and durable service for our customers all year round. Made from stainless steel, this model's enclosure ensures a longer life in outdoor conditions.

- Camera
- 22" Touchscreen
- Barcode Scanner
- Card Reader
- Check Reader
- Bill Acceptor
- Receipt Printer



Contact us today for a no obligation price
quote or software demonstration!

Call: +1 (210) 828-8343
sales@dynamtouch.com



HARDWARE THROUGH-THE-WALL

Our through-the-wall model allows for drive-through or walk-up service. These kiosks can be mounted on a wall and have a small footprint, making it a perfect solution for businesses that have limited space. This model is made from stainless steel and built to last.

- Camera
- 22" Touchscreen
- Barcode scanner
- Card Reader
- Check Reader
- Bill Acceptor
- Receipt Printer
- Rear monitor for easy access
- Sliding printer mount



STREAMLINE BILL PAYMENT WITH A SECURE SELF-SERVICE KIOSK FROM DYNATOUCH

Every deployment is unique—based on your internal priorities and unique consumer needs, you will receive a kiosk solution that fits perfectly into your utility's environment.



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EXHIBIT B

Grant Street's April 22, 2025 Credit Card Processing Services Proposal

Credit Card Processing Services

Request for Proposal #25-049

Fort Bend County, TX

APRIL 22, 2025



April 22, 2025

Melissa Stavinoha
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

Dear Ms. Stavinoha:

We are pleased to submit our proposal for continued service as the Fort Bend County Tax Assessor-Collector's (TAC) Credit Card Processing Service provider.

Over the past six years, we have partnered with the TAC office for daily payment processing, collaborated with staff to uncover needs, and introduced features to streamline office processes. These features include activating POS devices from RTS computers, introducing reliable contactless payments, and facilitating online scheduled payments. Additionally, we are actively working on two projects with the TAC office: integrating with the TAC's kiosk provider to accept in-person kiosk payments, and integrating with the TAC's delinquent tax collection vendor.

Our roadmap for the TAC office contains features to further enhance payment offerings for your payers – with new system integrations on the horizon and the introduction of *Payment Links* for sending secure payment web links to customers via text message and email.

Kelly Policicchio and Craig Phillips will continue to serve as your relationship managers – fielding inquiries from the County and providing regular updates on new product features and industry insights.

Thank you for considering our proposal. We hope to continue serving Fort Bend County in the years to come, and are committed to delivering exceptional service and innovative solutions.

Sincerely,

Ian Yorty
Chief Business Development Office

Primary Contact	Technical Contact
Craig Phillips Business Development Manager Phone: (772) 263-2363 Email: Craig.Phillips@GrantStreet.com	Phil Runyard Chief Strategist, Payments Phone: (412) 246-1341 Email: Phil.Runyard@GrantStreet.com

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Executive Summary

Credit Card Processing Services



Executive Summary

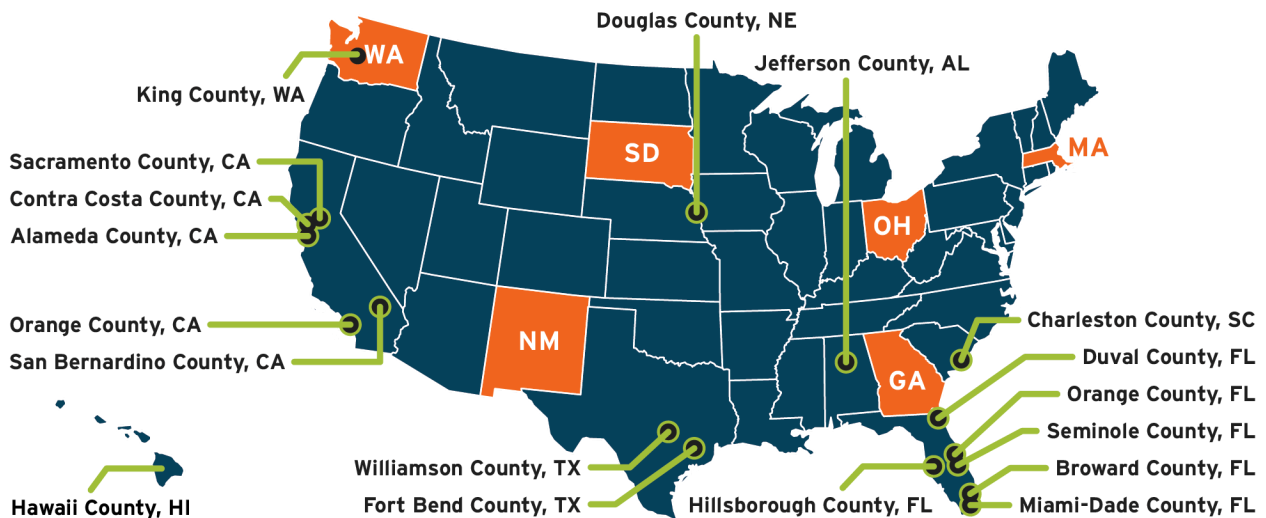
This section should be limited to a brief narrative highlighting the company’s background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of similar past projects. Include a list of current and/or pending installations, including number of licensed users.

Grant Street Group® was founded in 1995. Our firm has provided software solutions to government agencies since 1997. In 2009, we launched **PaymentExpress®** - a comprehensive digital payment platform - which now serves State and County entities throughout the country.

Since our founding, Grant Street has focused on creating **software that works to help government work better**. Our PaymentExpress client base only includes U.S. government agencies at the State and County level, spanning the entire country. Today, PaymentExpress serves 18 of the top 100 largest counties by population in the United States. Annually, we process over 26 million transactions, with a total volume exceeding \$32 billion.

Grant Street Group **has provided PaymentExpress to Fort Bend County for over 5 years**. First selected following a competitive procurement in 2018, we have processed over 1.1 million transactions exceeding \$2.9 billion for the Tax Assessor-Collector's Office.

State and Select County Clients



Compliance with RFP Requirements

PaymentExpress meets the Tax Office's listed RFP requirements. Please see our detailed responses to the requirements in **Tab 1: Understanding Scope of Work** and **Tab 5: Required Forms** section.

Over the past six years, Grant Street has successfully partnered with Fort Bend County to enhance and streamline your payment processing capabilities with the PaymentExpress platform.

For example, we enabled seamless in-person transactions by supporting PaymentExpress on the Texas Department of Motor Vehicles' RTS computers via our cloud-based point-of-sale technology. Our County-branded online payment portal also supports a variety of payment methods including digital wallets, and our in-person offering supports all major contactless payment methods, which now account for 51% of in-person transactions at the Fort Bend County TAC office.

PaymentExpress continues to actively invest in and expand our partnership with the Fort Bend County TAC office. We have two active integration projects underway at the County's request: one to accept electronic payments via kiosk and another to integrate with the County's delinquent tax collection partner.

We continue to invest in technology and offer ongoing support to ensure Fort Bend County remains at the forefront of payment processing innovation.

- **In-Person Transactions:** PaymentExpress allows in-person payments from all of the major card brands and PIN debit cards using networks such as Interlink, Star, Maestro, PLUS, NYCE, Pulse, or Jeanie. In Fort Bend County, PaymentExpress is compatible with the Texas Department of Motor Vehicles' RTS computers, which means cashiers can activate our secure POS devices from the RTS computers. Our dynamic cloud-based solution allowed us to **configure our POS devices to be activated from either the Property Tax system or the RTS workstation to accept payments for both Property Tax and DMV item types from a single device.**
- **Online Payments:** PaymentExpress includes a custom-branded online payment portal. Each secure site allows payers to submit payments via credit card (Visa, Mastercard, Discover, American Express), electronic check, and digital wallets such as PayPal, Google Pay, and Apple Pay.

Online Payment Portal

The screenshot displays the PaymentExpress online payment portal. At the top left is the Fort Bend County logo. The navigation bar includes links for 'Shopping cart', 'Review and submit payment', and 'Payment receipt'. The main heading is 'Checkout'. Below this is the 'Shopping Cart' section, which shows a 'TAX ASSESSOR-COLLECTOR' field, a 'Property Tax Account: ESMSNQKGEFZ7KVBC, Tax Year: 2022' with a value of '\$ 195.10', and a 'Subtotal' of '\$ 195.10'. A note states 'A fee may be added to your total depending on your payment method. Learn more about the service fee.' The 'Payment' section is titled 'Select a payment method' with a 'Privacy policy' link. It lists five options: 'Credit Card or Debit Card' (with logos for Visa, Mastercard, and American Express), 'PayPal', 'Google Pay' (with the Google Pay logo), 'Venmo', and 'Bank Account (e-check)'. The 'Bank Account (e-check)' option is selected with a blue radio button.

- **Mobile Payments:** PaymentExpress' responsive design makes payment submission easy on smartphone and tablet devices.
- **Scheduled Payments:** PaymentExpress supports Fort Bend's **Tax Software (ACT) by allowing a direct integration with our e-wallet service.** This allows customers to save their tender information for scheduled payments, fully embedded within the ACT software.
- Fort Bend County-specific payment services:
 - PaymentExpress can process **Boat and Trailer renewals via a workflow with the Department of Parks and Wildlife.**
 - PaymentExpress can handle **County Escrow payments.** Payers can easily set up and manage scheduled or recurring payments in our system.
 - PaymentExpress accepts **Special Inventory Tax**, allowing dealers to make payments in tax offices around the county.
- **Digital Wallets and Contactless Payments:** Digital wallets for web payments make online payments easier and increase the overall number of payments made via the web. We support PayPal, Venmo, Apple Pay, and Google Pay. Adding an in-person **contactless payment option has resulted in 58% of Fort Bend County's** in-person transactions now accepted as contactless.



- **Analytics/Reporting:** Our reporting capabilities include payments from all channels – online, and in-person. Our detailed web-based reporting exceeds industry standards by providing clients with numerous standard and “ad-hoc” (i.e., on demand) reports. Reports can be viewed on-screen, exported to CSV or Excel for easy manipulation, and exported to PDF for presentation and archiving.
- **Development:** As a software development company, Grant Street is able to quickly provide solutions, enhancements, and design interfaces for other systems. Navigating complex technology issues is one of our specialties.
- **Training:** We provide onsite training and testing as well as free, ongoing training as needed – at no cost to you.
- **Security:** We work with government officials nationwide and understand the importance of security, especially with sensitive credit card data information. In addition to being PCI Level 1 Compliant, we also undergo a rigorous SSAE 21 Type 2 audit which we pass annually.
- **Continued Investment in Technology and New Services:** Each year we are significantly increasing our investment to “future-proof” our solutions.



Roadmap for Fort Bend

Implementation in Progress

Delinquent tax payment collection: via a new integration with Linebarger Goggan Blair & Sampson LLC.

- As the law firm managing delinquent tax collection on behalf of Fort Bend County, Linebarger will now be able to accept credit card and e-check payments via PaymentExpress. This integrated solution will improve efficiency and provide taxpayers more convenient payment options.

Kiosk payments: in the Katy and Missouri City Offices

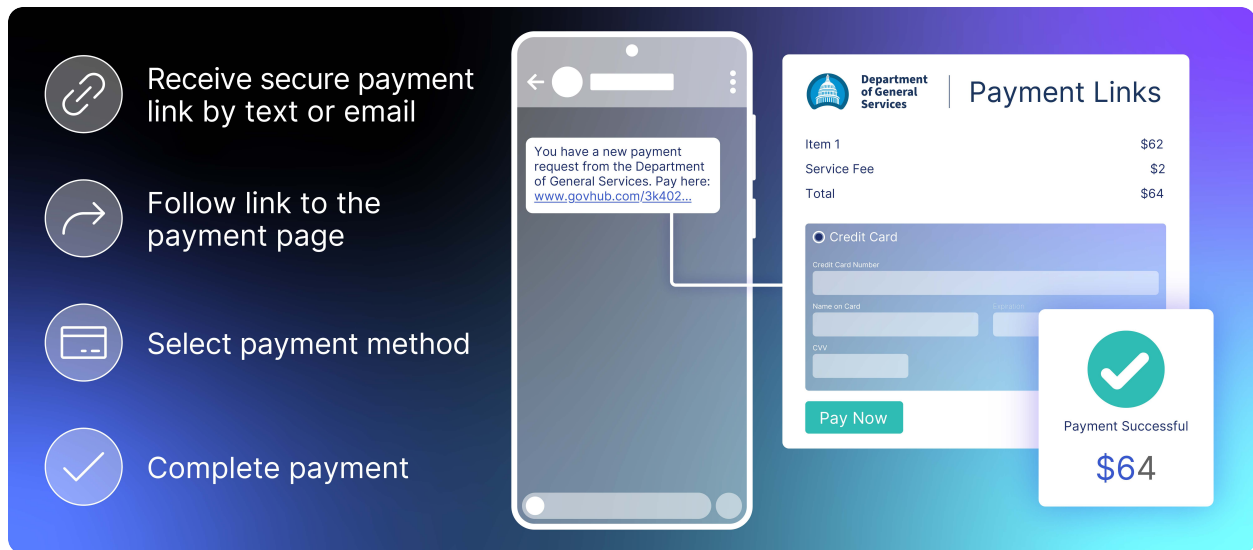
- PaymentExpress is developing an electronic payment PIN pad integration for a DynaTouch kiosk to support the Fort Bend County Tax Office. In collaboration with DynaTouch, Grant Street aims to deliver a kiosk solution that facilitates seamless payment processing at the Katy and Missouri City locations. This initiative will enable customers to make in-person payments via credit cards and e-checks without requiring any cashier assistance, freeing up Tax Office staff and increasing efficiency in offices. Kiosk payments will flow seamlessly into designated Fort Bend bank accounts, and all payments will appear in the PaymentExpress unified reporting portal currently in use by Fort Bend County.

Implementation Pending

Payment Links: During an onsite visit in April 2024, Grant Street began initial discussions with Fort Bend County about implementing the PaymentExpress *Payment Links* feature. Payment Links will allow County staff to create and send secure online payment web links to customers – enhancing collection capabilities with fast, accurate, and immediate payments.

Several use cases for Payment Links have been identified within the Open Records and Research Departments.

Payment Links Process Flow



Potential Future Enhancements and Functionality

Automatic ACH Returns: PaymentExpress has developed functionality to automatically update returned transactions in PaymentExpress reporting and notify payers without any action required from the County. Enabling this functionality will require Cadence Bank to provide an ACH return file to PaymentExpress. We would like to explore this possibility with Cadence Bank in order to deliver an improved e-check return workflow to Fort Bend County.

Open Banking: We are experimenting with new payment methods, including one which allows customers to pay using their online banking credentials. This has the potential to materially reduce e-check returns due to insufficient funds, lowering your e-check return rate even further.

Similar Past Projects

Client	Project Summary
Fort Bend County, Texas	<p>Our most relevant service for this proposal: The Fort Bend County Tax Assessor-Collector selected PaymentExpress as its new e-payments provider after a procurement process in 2018. PaymentExpress facilitates payments for the Tax Assessor-Collector online, via mobile or tablet devices, and in six office locations through 50 physical payment stations. Annually, PaymentExpress processes \$650 million in transactions for the Fort Bend County Tax Assessor-Collector.</p>
Williamson County, Texas	<p>In September 2024, Williamson County successfully launched PaymentExpress after a formal procurement process in 2023. This solution offers fast and convenient payment options for property tax and DMV transactions across online, phone, and in-person channels. It includes online scheduled payments, enabling taxpayers to manage recurring payments and modify plans from home. PaymentExpress supports digital wallets like Apple Pay, PayPal, Venmo, and Google Pay, both in-person and online, streamlining internal processes and enhancing departmental efficiency. The system integrates seamlessly with existing County systems, promoting digital payment adoption, ensuring robust security, and improving back-office operations. This collaboration has refined the online scheduled payments solution to meet the specific needs of Texas Tax Assessor/Collectors.</p>
Miami-Dade County, Florida	<p>The Miami-Dade Tax Collector's Office has been a Grant Street client since 2013, when they went live with TaxSys®, Grant Street's cloud-based tax collection and billing system. The procurement included an option for the County to transition to PaymentExpress for credit card processing.</p> <p>In 2015, the Tax Collector's Office began using PaymentExpress to process vehicle and vessel registrations online. In 2020, the County elected to begin processing tax payments through PaymentExpress as well.</p> <p>The County moved to PaymentExpress to enhance the Tax Collector Office's ability to collect business, property, and tourist development tax payments online. Taxpayers can now quickly and easily make payments using cards or electronic checks, sign up to create a profile and save payment tenders, and receive email notifications for upcoming bills. Miami-Dade will now process over \$4 billion per year in payments with PaymentExpress.</p>

Client	Project Summary
Orange County, Florida	<p>The Orange County Tax Collector selected PaymentExpress as their new payment processor in 2023.</p> <p>We deployed PaymentExpress in seven office locations throughout the county, enabling in-person payments for multiple item types. PaymentExpress also processes online payments of property taxes, business taxes, specialty license plates, and e-title requests.</p> <p>In 2024, Orange County successfully processed over \$988 million with PaymentExpress.</p>
Hillsborough County, Florida	<p>PaymentExpress consolidated Hillsborough’s electronic payment acceptance and replaced three separate vendors formerly used by the County with a single payment service provider. Hillsborough County uses PaymentExpress to accept e-checks online and all major credit/debit cards both online and in the office. The County went live with PaymentExpress on May 3, 2013. PaymentExpress replaced the County’s existing equipment with new and more stable devices.</p> <p>PaymentExpress processes over \$1.2 billion from 1 million transactions annually for the Hillsborough County Tax Collector.</p>
Henry County, Georgia	<p>Following a statewide contract award in 2022 with the Georgia Department of Revenue, several Georgia County Tax Commissioners began adopting PaymentExpress for in-person transactions in addition to online state DMV payments.</p> <p>Henry County became our latest PaymentExpress Georgia County Tax Commissioner to implement PaymentExpress in December 2024 for their in-office DMV payments. PaymentExpress integrates with the state’s DRIVES system, enabling fast and convenient checkout options for motor vehicle payments in Henry County’s McDonough and Stockbridge offices. Integration with the State’s system reduces data entry errors by eliminating the need for staff to manually re-enter information between the two systems.</p> <p>In the four months since go-live, Henry County has successfully processed 9,000 transactions totaling over \$1 million.</p>

Current Clients and Pending Implementations

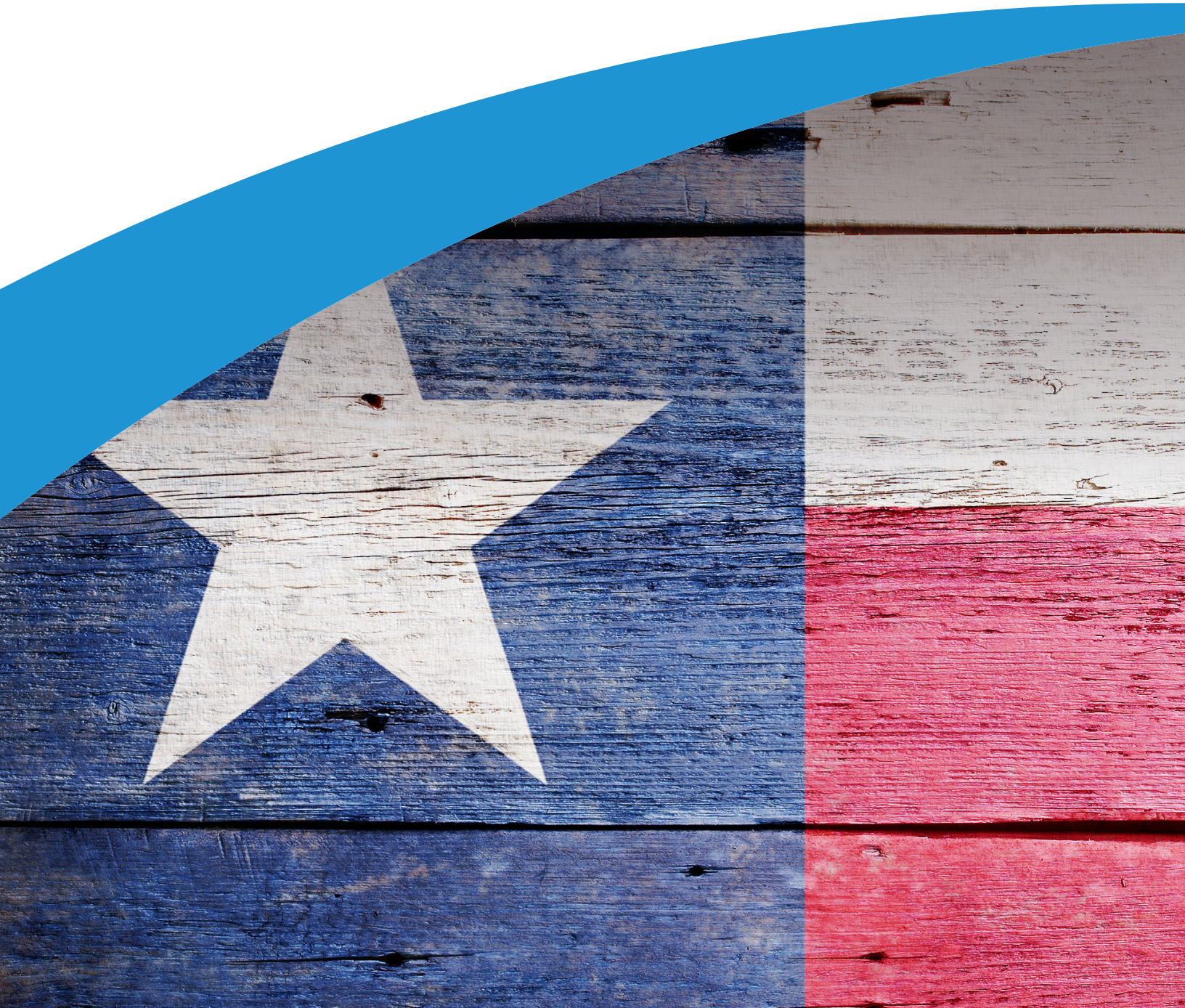
PaymentExpress software licenses provide an unlimited number of seat licenses per client. We have in excess of 5,000 users throughout our client base.

Client Name	State	Services Started
Pinellas County Tax Collector	FL	10/16/2009
Okaloosa County Tax Collector	FL	5/10/2010
Charlotte County Tax Collector	FL	9/13/2010
Osceola County Tax Collector	FL	10/11/2010
St. Lucie County Tax Collector	FL	10/14/2010
Citrus County Tax Collector	FL	8/1/2011
Indian River County Tax Collector	FL	9/12/2011
Volusia County	FL	2/27/2012
Alachua County Tax Collector	FL	9/10/2012
Broward County Records, Taxes and Treasury Division	FL	10/31/2012
Hillsborough County Tax Collector	FL	5/3/2013
Lake County Tax Collector	FL	10/25/2013
Sumter County Tax Collector	FL	2/3/2014
Douglas County	NE	3/14/2014
Pasco County Tax Collector	FL	4/22/2014
Nassau County Tax Collector	FL	7/28/2014
Brevard County Tax Collector	FL	8/18/2014
San Bernardino County	CA	10/31/2014
Santa Rosa County Tax Collector	FL	12/08/2014
Monroe County Tax Collector	FL	1/19/2015
Walton County Tax Collector	FL	9/28/2015
Escambia County Tax Collector	FL	2/28/2016
Ohio Bureau of Motor Vehicles	OH	6/19/2016
Sacramento County	CA	11/16/2016
Collier County	FL	8/21/2017
Hernando County	FL	2/5/2018
Bay County	FL	5/8/2018
Flagler County	FL	8/1/2018

Client Name	State	Services Started
San Mateo County	CA	8/21/18
Jefferson County	AL	11/2/2018
State of New Mexico	NM	11/03/2018
Charleston County	SC	4/8/2019
Orange County	CA	4/16/2019
Martin County	FL	08/23/2019
Manatee County	FL	9/13/2019
Lee County Tax Collector	FL	10/21/2019
Fort Bend County	TX	10/26/2019
Contra Costa County	CA	07/01/2020
Miami-Dade County Tax Collector	FL	10/27/2020
Duval County	FL	8/16/2021
Clay County	FL	10/27/2021
Lancaster County	NE	Jan 3, 2022
Washington Department of Revenue	WA	07/12/2022
Commonwealth of Massachusetts	MA	07/12/2022
88 Ohio County Clerks	OH	07/12/2022
Georgia Department of Revenue	GA	8/23/2022
159 Georgia Tax Commissioners (online DMV)	GA	05/20/2023
Orange County	FL	7/31/2023
Cobb County (in-person)	GA	4/24/2024
Seminole County	FL	5/9/2024
Hall County (in-person)	GA	7/25/2024
Williamson County	TX	9/18/2024
Hawai'i County	HI	12/11/2024
Henry County (in-person)	GA	12/12/2024
DeKalb County, GA (in-person)	GA	2/6/2025
South Dakota DOR	SD	2/16/2025
Alameda County	CA	3/6/2025
King County	WA	In implementation

Understanding Scope of Work

Credit Card Processing Services



Tab 1: Understanding Scope of Work

29.0 Specifications

29.1 Fort Bend County seeks proposals for credit card and e-check services as a periodic review of available services and fees. Our anticipated project start date is July 23, 2025. The Tax Office seeks to minimize the convenience fees charged to taxpayers for using credit cards. See the following chart below for volume of transactions and revenues by category for the last three years.

Dates	Credit/Debit Card Volume In Person	Revenue In Person	Credit/Debit Card Volume Online	Revenue Online	E-Check Volume Online	Revenue Online
10/1/23 - 9/30/24	143,132	\$32,999,472	23,469	\$77,705,991	77,524	\$501,139,463
10/1/22 - 9/30/23	143,800	\$38,807,106	20,383	\$67,413,539	68,188	\$445,503,377
10/1/21 - 9/30/22	145,960	\$33,468,135	17,486	\$51,623,644	62,582	\$357,784,801

PaymentExpress has provided payment services for Fort Bend County for the past six years, maximizing customer convenience and Tax Office efficiency and minimizing fees charged to customers.

29.2 All credit card deposits are to be received in Tax Office’s depository bank (currently Cadence Bank) on the second day after payment is made. No Fort Bend County monies shall be held in reserve for clearing of refunds or chargebacks.

✓**Yes.** PaymentExpress provides two options for settlement to the Tax Office’s designated bank account, including an option with a two-day funding timeline in which card deposits are received the second day after the payment is made.

In our current offering for Fort Bend County, funds pass through a PaymentExpress-owned bank account before being transferred to the Tax Office’s designated accounts. This allows PaymentExpress to identify and resolve any reconciliation discrepancies (e.g., due to the card processor aggregating funds incorrectly) prior to transferring the funds. Within this pass-through model, funds reach the Tax Office’s designated bank accounts on the third day after payment is made, and all card brands are deposited together, streamlining reconciliation.

In our other settlement model, client funds are settled directly to the Tax Office’s designated bank accounts from our processor, Worldpay. Any service fees are settled directly to PaymentExpress. Within this direct-pay model, Worldpay will transfer funds to your bank account aggregated according to their standard procedures. This allows funds to be deposited on the second day after the payment is made.

PaymentExpress never holds funds in reserve for clearing refunds or chargebacks. Please see [Question 29.6](#) for an overview of our chargeback process.

29.3 Deposits shall be made into separate bank accounts by type of business (auto or property, SIT, Parks & Wildlife, etc.) and broken down by office location.

✓ **Yes.** PaymentExpress routes funds to the bank accounts you designate according to your business processes. Deposits can be broken down in whatever way best supports your operations.

In our current offering, PaymentExpress makes deposits to separate bank accounts based on type of business (Auto/Property, SIT, etc.). Within each bank account, deposits are broken down by office location, payment category, and posted date.

0015187163	WEB TX 3/25
0000599984	MIS TX 3/25
0002113147	RIC AUTO 3/25
0000982983	SUG TX 3/25
0001896010	RIC TX 3/25
0000761070	KAT TX 3/25
0000121992	PP 3/25
0003459321	SCH TX 3/25
0001998198	KAT AUTO 3/25

29.4 Deposit must be within forty-eight (48) hours of settlement. All credit card types for the same business day must be deposited on the same deposit day.

✓ **Yes.** We deposit all Fort Bend County funds within forty-eight (48) hours of settlement. All credit card types for the same business day are deposited on a uniform timeline, making reconciliation easy and straightforward.

29.5 Vendor must be able to provide daily, monthly, and annual customizable reports. Reports through a real time online site. Reports shall be in .csv, excel and pdf format. Please include a sample settlement report, to include, but not limited to, break-downs by Location, Payment and Item Type, with a transaction listing to include transaction number, confirmation number, amount, name, account number

✓ **Yes.** PaymentExpress provides extremely flexible, powerful, real-time online reports which the Tax Office can use to confirm and research transactions. Our unified reporting portal consists of all payment channels and all payment types, and reports are fully customizable, allowing you to display the information that is most pertinent to your needs. Reports also have vast drill-down capabilities. Users can view detailed information by transaction type, item type, dates, amounts, and more.

Report download formats include CSV, Excel file, and PDF, and our report subscription functionality enables reports to be delivered to your email on a daily, weekly, or monthly cadence.

We have provided a few daily, monthly, and annual report examples to demonstrate the flexible and comprehensive capabilities of PaymentExpress reporting.

Daily Report

PaymentExpress supports summary reports that concisely group information together. This report example shows all payments made “yesterday.” Each transaction has a unique confirmation number and amount received. A count at the bottom of the report shows how many transactions are in the report. A County user could filter this report to view additional details for the day’s payments.

Daily report showing transaction line items for “yesterday”

Payments

Options Refresh Download Display Data Only Show 50 records

DATE	CLIENT	DEPARTMENT	LOCATION	CONFIRMATION #	STATUS	AMOUNT	FEE	PAYMENT TYPE	CARD BRAND	ITEM DESCRIPTION
yesterday	Choose...	Choose...	Choose...		Choose...			Choose...	Choose...	
2025-03-30 11:55pm	Fort Bend	Tax Assessor-Collector	Internet	D42	Charged	\$970.00	\$22.21	Credit Card	American Express	Property Tax Account:
2025-03-30 11:53pm	Fort Bend	Tax Assessor-Collector	Internet	Y55	Charged	\$8,044.10	\$184.21	Credit Card	MasterCard	Property Tax Account:
2025-03-30 11:50pm	Fort Bend	Tax Assessor-Collector	Internet	X94	Charged	\$4,691.91	\$107.44	Credit Card	Visa	Property Tax Account:
2025-03-30 11:47pm	Fort Bend	Tax Assessor-Collector	Internet	A15	Charged	\$1,858.46	\$0.00	e-check		Property Tax Account:
2025-03-30 11:42pm	Fort Bend	Tax Assessor-Collector	Internet	X66	Charged	\$83.51	\$2.75	Credit Card	Visa	Property Tax Account:
2025-03-30 11:41pm	Fort Bend	Tax Assessor-Collector	Internet	H46	Charged	\$350.04	\$0.00	e-check		Property Tax Account:
2025-03-30 11:38pm	Fort Bend	Tax Assessor-Collector	Internet	Y36	Charged	\$1,090.00	\$0.00	e-check		Property Tax Account:
2025-03-30	Fort Bend	Tax Assessor-Collector	Internet	T15	Charged	\$338.13	\$7.74	Credit Card	MasterCard	Property Tax Account:
						\$487,151.32	\$4,259.32			

Showing 1 to 50 of 173 matching records

FIRST PREVIOUS 1 2 3 4 NEXT LAST

This filtered summary report shows credit card and e-check totals for the same period of “yesterday.”

Daily report showing transactions grouped by payment type

Payments

Options Refresh Download Display Totals Only Group By: Payment Type - none - Show 50 records

DATE	CLIENT	DEPARTMENT	STATUS	AMOUNT	FEE	PAYMENT TYPE	ROW COUNT
yesterday	Choose...	Choose...	Choose...			Choose...	
	Fort Bend	Tax Assessor-Collector	Charged	\$185,558.34	\$4,259.32	Credit Card	67
	Fort Bend	Tax Assessor-Collector	Charged	\$301,592.98	\$0.00	e-check	106
	Fort Bend	Tax Assessor-Collector	Charged	\$487,151.32	\$4,259.32		173

Data can be grouped together on any level. In the following example, payments are grouped by “Day of Week” for “last week.” For instance, on Tuesday, payments for \$8,912.05 were cashiered in Location “Katy” (highlighted in the screenshot below).

Credit card payments grouped by the day of the week for last week at Katy office

Payments

Options Refresh Download Display Totals Only Group By: Date (Date) - none - Show 100 records

DATE (DAY NAME)	DATE (DATE)	CLIENT	DEPARTMENT	LOCATION	AMOUNT	FEE	PAYMENT TYPE	ROW COUNT
Monday	2025-03-24	Fort Bend	Tax Assessor-Collector	Katy	\$11,581.56	\$305.90	Credit Card	89
Tuesday	2025-03-25	Fort Bend	Tax Assessor-Collector	Katy	\$11,793.45	\$335.92	Credit Card	95
Wednesday	2025-03-26	Fort Bend	Tax Assessor-Collector	Katy	\$11,837.98	\$340.14	Credit Card	106
Thursday	2025-03-27	Fort Bend	Tax Assessor-Collector	Katy	\$10,166.17	\$267.29	Credit Card	77
Friday	2025-03-28	Fort Bend	Tax Assessor-Collector	Katy	\$14,291.83	\$381.35	Credit Card	99
		Fort Bend	Tax Assessor-Collector	Katy	\$59,670.99	\$1,630.60	Credit Card	466

Monthly Report

Monthly report for March 2025 showing totals by card brand

Payments

Options Refresh Download Display Totals Only Group By: Card Brand - none - Show 50 records

DATE	CLIENT	DEPARTMENT	LOCATION	AMOUNT	FEE	ROW COUNT	CARD BRAND
March 2025	Fort Bend	Tax Assessor-Collector		\$1,126,397.57	\$26,228.65	740	American Express
	Fort Bend	Tax Assessor-Collector		\$153,962.37	\$3,694.51	242	Discover Card
	Fort Bend	Tax Assessor-Collector		\$1,436,122.91	\$33,118.40	3372	MasterCard
	Fort Bend	Tax Assessor-Collector		\$4,029,693.95	\$92,561.36	8745	Visa
	Fort Bend	Tax Assessor-Collector		\$6,746,176.80	\$155,602.92	13099	

Monthly report for March 2025 showing all payments greater than \$25,000

Payments

Options Refresh Download Display Data Only Show 50 records

DATE	CLIENT	DEPARTMENT	LOCATION	CONFIRMATION #	STATUS	AMOUNT	PAYMENT TYPE	CARD BRAND
March 2025	Choose...	Choose...	Choose...		Choose...	>25,000	filtered...	Choose...
2025-03-31 10:30am	Fort Bend	Tax Assessor-Collector	Internet	X5234274568	Charged	\$29,537.11	Credit Card	American Express
2025-03-27 12:35pm	Fort Bend	Tax Assessor-Collector	Internet	K0703090985	Charged	\$39,379.59	Credit Card	Visa
2025-03-12 3:51pm	Fort Bend	Tax Assessor-Collector	Internet	R0941445413	Charged	\$28,000.00	Credit Card	American Express
2025-03-12 3:44pm	Fort Bend	Tax Assessor-Collector	Internet	X3100261530	Charged	\$32,000.00	Credit Card	American Express
2025-03-07 10:09am	Fort Bend	Tax Assessor-Collector	Richmond	96334228995	Charged	\$26,822.30	Credit Card	MasterCard
2025-03-04 2:00am	Fort Bend	Tax Assessor-Collector	Scheduled Payments	D3311605942	Charged	\$51,231.29	Credit Card	American Express
2025-03-01 2:01am	Fort Bend	Tax Assessor-Collector	Scheduled Payments	F4589699499	Charged	\$42,306.66	Credit Card	American Express
						\$249,276.95		

Monthly report for March 2025 totals by cashier for location "Missouri City"

Payments

Options Refresh Download Display Totals Only Group By: Cashier - none - Show 50 records

DATE	CLIENT	DEPARTMENT	LOCATION	CASHIER	STATUS	AMOUNT	ROW COUNT
March 2025	Choose...	Choose...	Missouri City		Charged		
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$791.00	10	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$57,000.80	190	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$77,990.22	343	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$82,117.55	390	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$2,796.23	24	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$41,988.75	392	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$1,174.65	13	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$2,133.55	25	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$8,921.25	19	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$15,771.49	76	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$58,691.02	225	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$62,126.00	487	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$9,779.37	70	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$13,509.60	52	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$3,867.13	13	
Fort Bend	Tax Assessor-Collector	Missouri City		Charged	\$438,658.61	2329	
						\$5,708.44	\$438,658.61

Annual Report

Annual report showing total transactions by location for 2024

Payments

Options Refresh Download Display Totals Only Group By: Location - none - Show 50 records

DATE	CLIENT	DEPARTMENT	LOCATION	AMOUNT	FEE	ROW COUNT
2024	Choose...	Choose...	Choose...			
	Fort Bend	Tax Assessor-Collector	Internet	\$560,126,116.87	\$1,642,726.65	85815
	Fort Bend	Tax Assessor-Collector	Katy	\$5,503,838.22	\$99,100.83	27975
	Fort Bend	Tax Assessor-Collector	Missouri City	\$4,849,004.92	\$83,666.91	24901
	Fort Bend	Tax Assessor-Collector	Needville	\$1,446,227.99	\$22,925.27	6066
	Fort Bend	Tax Assessor-Collector	Richmond	\$12,499,457.52	\$207,512.75	47286
	Fort Bend	Tax Assessor-Collector	Scheduled Payments	\$61,161,883.67	\$110,565.01	10012
	Fort Bend	Tax Assessor-Collector	Sienna Plantation	\$3,979,443.03	\$67,244.64	18160
	Fort Bend	Tax Assessor-Collector	Sugar Land	\$4,359,197.58	\$80,080.85	18403
	Fort Bend	Tax Assessor-Collector		\$653,925,169.80	\$2,313,822.91	238618

Annual report showing 2024 totals by payment type for the Sienna Plantation location

Payment Items

Options Refresh Download Display Totals Only Group By: Payment Type - none - Show 50 records

DATE	CLIENT	DEPARTMENT	LOCATION	AMOUNT	PAYMENT TYPE	ROW COUNT
2024	Choose...	Choose...	Sienna Plantation		Choose...	
	Fort Bend	Tax Assessor-Collector	Sienna Plantation	\$2,424,116.51	Credit Card	12556
	Fort Bend	Tax Assessor-Collector	Sienna Plantation	\$1,555,326.52	Debit Card	5634
	Fort Bend	Tax Assessor-Collector	Sienna Plantation	\$3,979,443.03		18190

Report Customization

In addition to standard reports that run every day, week, or month, Tax Office staff members with the appropriate permissions can use the PaymentExpress reporting tool to generate ad-hoc searches for unique needs. Ad-hoc report creation does not require any assistance from Grant Street staff. Any number of completely customized ad-hoc searches can be created by Tax Office users. For example, searches can be run by:

- *Authorization/Confirmation Number:* Using full confirmation number or partial numbers and wildcard characters, e.g., searching for “32*” will return any transactions where a confirmation number begins with “32”.
- *Account Number:* Using an item description field that can include unique client identifiers, such as account numbers provided by the client.
- *Payment/Transaction Amount:* Using transaction amount, including logical functions, such as “>” or “<”.
- *Payment Type:* Using types such as credit card, debit card, e-check, etc.
- *Payment Channel:* Using channels, such as phone, online, or in-person to identify how a transaction was completed.
- *Location:* Including City, State/Province, and Zip/Postal Code.

- *Department or Agency:* Using department or agency designations.
- *Transaction Date:* Including exact date or range.
- *Posting Date:* Including date ranges and terms, such as “today”, “yesterday”, and “last month.”
- *User Activity:* Showing total transactions by cashier by date, status, payment type and other filters.
- *Transaction Logs:* Details of each payment show all transaction activity.

The Transaction Research function allows for even more granular transaction research. The following query displays all transactions for the time period “today” that are less than \$50 and made with a Mastercard credit card.

Transaction Research Results

DATE	CLIENT	DEPARTMENT	LOCATION	TRANSACTION NUMBER	CONFIRMATION #	STATUS	AMOUNT	FEE	PAYMENT TYPE	CARD BRAND	FIRST SIX	LAST FOUR	BILLING NAME	EMAIL
2021-04-07 2:46pm		Tax	Web			Charged	\$40.00	\$1.55	Credit Card	MasterCard	556735	6456	TODD SALE	
2021-04-07 2:44pm		Tax	Web			Charged	\$10.00	\$1.55	Credit Card	MasterCard	556735	7982	PAM Transport Inc	
2021-04-07 2:43pm		Tax	Web			Charged	\$5.00	\$1.55	Credit Card	MasterCard	510888	3220	Kayla Gillespie	

Sample Settlement Report: Grouped by Location, Payment and Item Type, including transaction number, confirmation number, amount, name, and account number

PaymentExpress provides several reconciliation report views that Tax Office agents can access for a daily or monthly period (or any other period). These include:

- Payments
- Payment Items (individual items in each transaction)
- Statement Activity (how deposits will appear on your bank statement)

In addition to this, each card transaction has the date the Tax Office can expect funds to be deposited into their designated receiving bank.

The below Statement Activity report example shows total transaction activity from March 14, 2025, grouped by “Statement Label”. Statement labels contain both date and location descriptions for ease of cross balancing. Statement labels are customized according to your specifications.

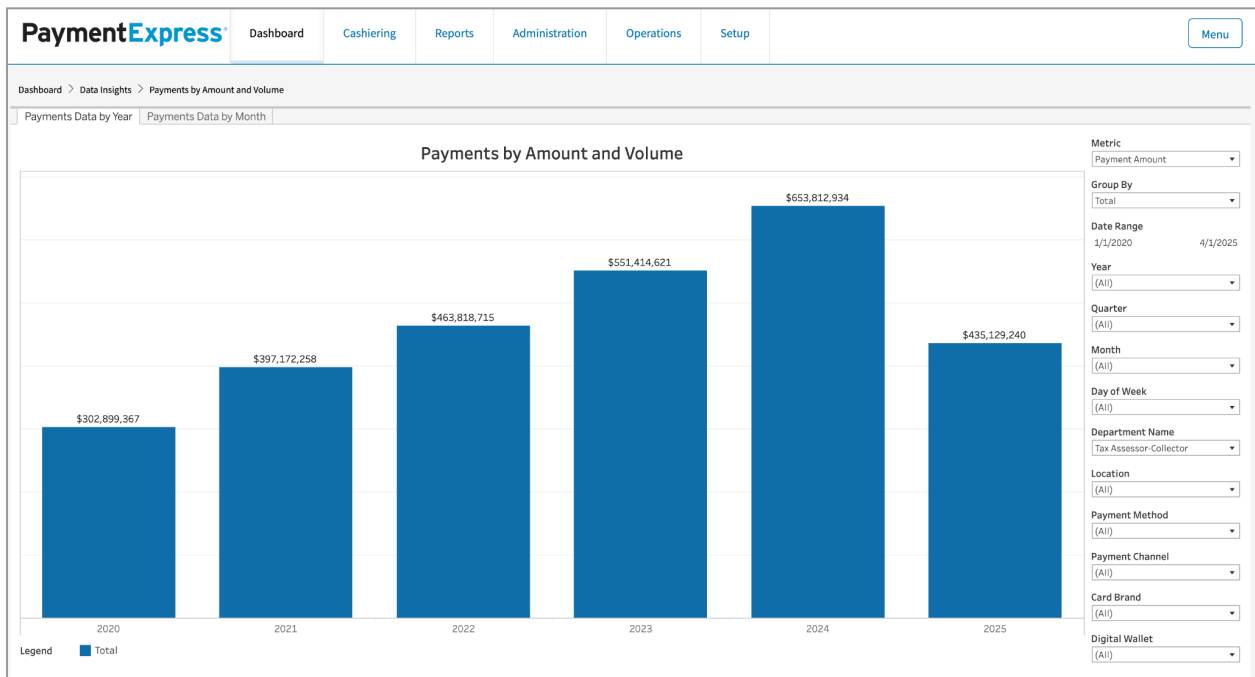
Statement Activity								
Options	Refresh	Download	Display: Totals Only	Group By: Statement Label	- none -	Show: 50 records		
ACH DATE	CLIENT	DEPARTMENT	LOCATION	STATEMENT LABEL	AMOUNT	CARD BRAND	CHARGE DATE	ROW COUNT
2025-03-14	Choose...	Choose...	Internet			Choose...		
2025-03-14 1:16pm	Fort Bend County	Tax Assessor-Collector	Internet	WEB TX 3/12	\$156,580.30		2025-03-12	56
2025-03-14 1:16pm	Fort Bend County	Tax Assessor-Collector	Internet	eCK TX 3/13	\$232,989.45	eCheck	2025-03-13	53
	Fort Bend County	Tax Assessor-Collector	Internet		\$389,569.75			109

Advanced Business Intelligence and Analytics

We designed our Data Insights tool to give clients a deeper understanding of customer needs and behavior, using data-driven metrics that are easy to interpret and act upon. Data Insights provides visualizations in many formats to suit the data and audience and can be filtered and customized by your users to see specific slices of data.

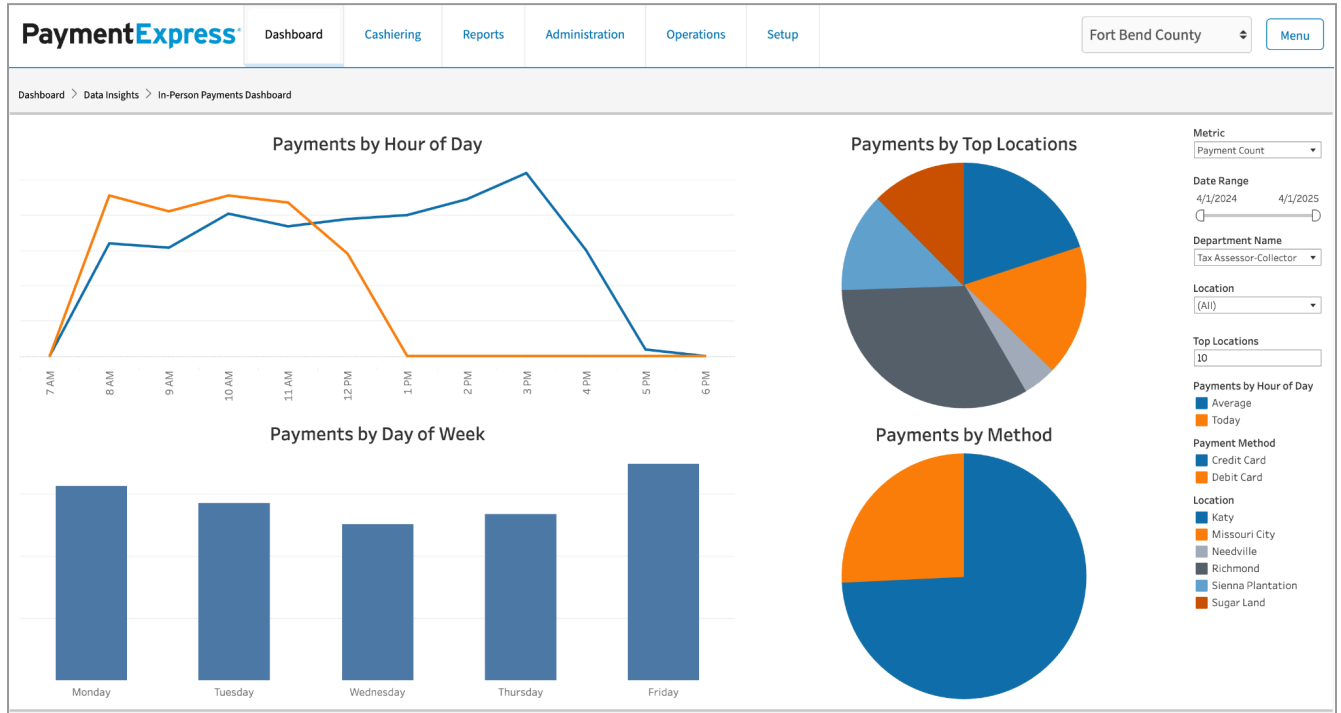
Data Insights will enable you to access analytics and visualizations for all transaction data and we support a variety of graphical representation methods for the data.

This example visualization shows a simple bar chart displaying total dollar volume by year for this Fort Bend County.



The following visualization focuses on in-person payments for Fort Bend County.

- In the top left quadrant, the blue line represents the average number payments for each hour of the day. The orange line depicts the actual number of payments during those same hours.
- The bottom left visualization shows the number of payments by day of week.
- The top right quadrant shows the breakdown of the number of payments by location.
- The bottom right quadrant shows the breakdown of payments by payment method (credit card or debit card).

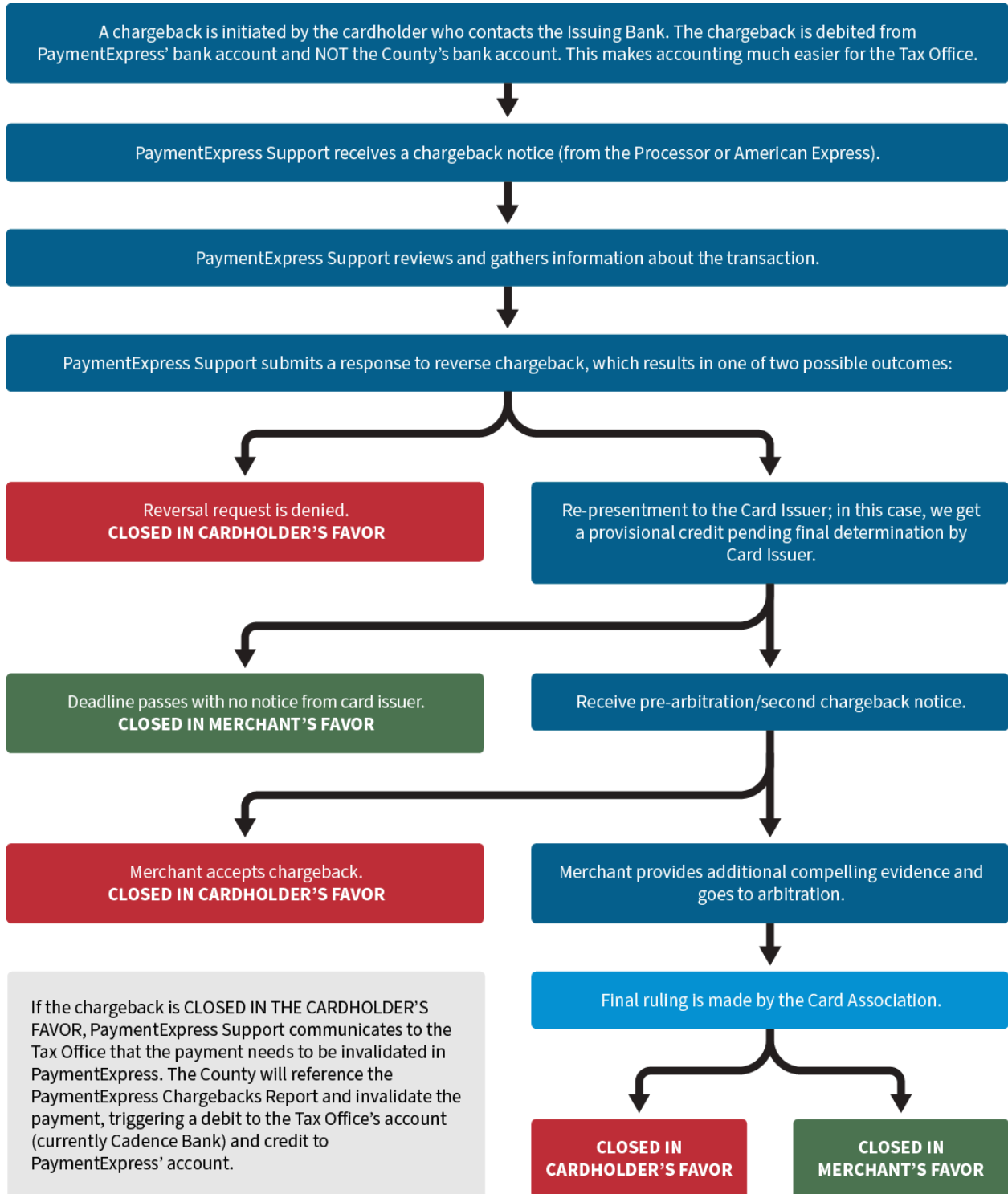


29.6 The Tax Office experienced approximately twenty-five (25) credit card chargebacks and approximately three hundred fifty-six (356) partial/full credit card refunds last fiscal year. The Vendor's online site must allow the tax office to initiate voids, partial and full refund of payments, and invalidation of chargebacks. Explain in detail how credit card chargebacks, voids and refunds are processed from the time the transaction is initiated to the time the customer receives the funds, or the transaction is completed. For refunds, include the length of time before the customer receives their funds and whether the customer receives any of the convenience fee back.

✓ Yes.

Card Chargeback Process As part of the quality PaymentExpress support we provide to all our clients, we resolve all card disputes (chargebacks) on your behalf for no charge. This includes contacting the payer by phone and email to explain the charge, performing additional research into disputed transactions, and communicating with the Processor regarding the dispute. We also provide a designated contact person for the Tax Office to handle all chargeback related matters. This dedicated effort results in PaymentExpress successfully **winning over 50% of chargebacks** on our clients' behalf.

Chargeback Process



Our chargeback process gives the Tax Office **100% accounting control** – with no automatic or surprise debits. Debits are only initiated when the Tax Office presses a button in the PaymentExpress portal, ensuring that every debit happens with your prior knowledge and approval. This makes balancing between your bank deposits and PaymentExpress even easier.

PaymentExpress Chargebacks Report

Chargebacks													
Options Refresh Download Display Data Only													
ACTIONS	INITIAL NOTICE DATE	NOTICE TYPE	ADJUSTMENT REASON	CHARGEBACK AMOUNT	PAYMENT DATE	PAYMENT STATUS	CARD BRAND	CASE #	CONFIRMATION #	STATUS	RESPONSE DUE/SUBMITTED DATE	LAST PROCESSOR UPDATE	CHARGEBACK ACTION
Details Email	2025-03-03	CBK	NOT AS DESCRIBED/NOT RECEIVED	\$78.75	2024-12-27 1:27pm	Charged	Visa	992	688	Representation	2025-04-20	2025-03-27	Issuer Accepts
Details Email	2025-03-24	CBK	NOT AS DESCRIBED/NOT RECEIVED	\$78.75	2024-12-06 2:03pm	Charged	Visa	992	913	Initial Response Required	2025-04-13	2025-03-24	Charge Merchant
Details Email	2025-02-25	CBK	NOT AS DESCRIBED/NOT RECEIVED	\$357.39	2024-12-13 11:45am	Charged	Visa	992	556	Representation	2025-04-13	2025-03-13	Credit Merchant
Details Email	2025-02-15	CBK	DUPLICATE PROCESSING	\$7,503.94	2024-12-10 5:12am	Charged	Visa	992	X15	Representation	2025-04-05	2025-03-04	Credit Merchant

Voids, Partial, and Full Refunds

PaymentExpress supports voids and refunds (partial or full) for all card transactions. County staff with the appropriate permissions can perform voids or refunds and can restrict which roles have the ability to perform this action. For your staff’s convenience, reversal notes with additional context can be included to display in reporting. A void or refund will always return any applicable convenience fee to the customer.

Options to Void/Refund an Item

Confirmation 856
Fort Bend County

MERCHANT DETAILS
Department: Tax Assessor-Collector
Cashier:
Location:
Address:

CUSTOMER DETAILS
Account Holder:

TRANSACTION DETAILS
Type: Purchase
Posted Date: 03/28/2025 5:38 PM EDT
Received Via: In Person
of Items: 1
Cart Amount: \$ 228.00
Service Fee: \$ 5.22
Total: \$ 233.22

[Email receipt](#) [Print receipt](#)

Receipt

Shopping Cart #	Type	Category	Description	Amount	Service Fee
1				\$ 228.00	\$ 5.22
				\$ 228.00	\$ 5.22
Subtotal:				\$ 228.00	\$ 5.22
Amount + Fee:				\$ 233.22	

Refund Payment

Full Refund (\$ 228.00)

Partial Refund (between \$ 0.00 and \$ 228.00)

Refund Amount:

Reversal Note (Optional):

Please do not enter sensitive information of any kind.

[Close](#) [Refund](#)

Void Process

1. When a transaction is voided, a real-time message is sent to Worldpay, our acquirer and payment processor, to delete that transaction from the batch before the batch closes and settles.
2. In the context of a void, the customer's money is never withdrawn because the charge is reversed before it settles.

Refund Process

A refund reverses a transaction when it is too late to be voided, i.e., anytime after midnight, local time, on the day the payment is made.

1. Refunds begin with a real-time authorization request to Worldpay.
2. PaymentExpress then initiates a credit to the cardholder's account and a corresponding debit to the County's bank account.
3. The cardholder will see the credit appear on their account within 3-7 business days depending on their financial institution. The debit to the County's bank account will appear 3 business days after the refund is initiated in PaymentExpress.

Note: When a web-based ACH transaction is returned through the ACH network or a chargeback occurs, the County's bank account will be debited directly by the payment network.

29.7 Equipment, and Signage: Vendor to furnish and install, at no fee, all necessary equipment to process transactions at the following locations as stated in Section 30.0. Vendor to provide maintenance to equipment as needed, if needed, at no fee. Upgraded equipment is to be included, at no fee. In the event that additional hardware is required, it too shall be provided at no fee. Vendor to supply signage to specify payment methods and convenience fees at no cost.

Equipment

PaymentExpress will provide all required point-of-sale (POS) devices at no cost to the Tax Office.

Grant Street has a proprietary point-of-sale solution using the Ingenico Lane/5000. These units, currently utilized by Fort Bend County, support EMV, point-to-point encryption (P2PE), and contactless payment methods such as Google Pay, Apple Pay, MasterPass, Samsung Pay, Visa payWave, PayPal contactless, and others.



Signage

PaymentExpress provides custom signage for each client, including their logo, rates, and payment methods accepted. We provided the following signage to the Tax-Assessor Collector in 2025.



29.8 Implementation and Training: Vendor shall provide detailed outline of implementation plan to include timeline and training of the County staff. The training shall be provided at each County designated facility. Vendor to adhere to County Travel Policy (attached).

Implementation

Should Fort Bend County choose to continue using PaymentExpress, implementation would not be an issue; the Tax Office would continue business as usual.

Should the County need to add a new office location or move to a new third-party vendor that requires integration work, we will work with the County to plan the specific components of the implementation which may include:

1. Integration/interfaces with required third-party systems
2. Development of business processes specific to the County's needs
3. Integration testing
4. User Acceptance testing
5. Training
6. Assistance in setting up customized reports and subscriptions

Once we receive the request for additional services, we work with the County on implementation scheduling – working around County and Grant Street calendar-driven peak times.

This timeline describes a typical implementation timeline and will be refined to meet the County's unique requirements and constraints.

Time Period	Activities
Week 1	Initial Kickoff Meeting and Scoping Session Deliverables: <ol style="list-style-type: none"> 1. Project Control Document 2. Overall Transition Plan 3. Prioritization of Implementation Targets
Week 2	Overall Requirements Gathering: Joint Application Design Sessions Deliverables: <ol style="list-style-type: none"> 1. Application Specification Document 2. Application Project Management Plan
Weeks 3-7	Solution Design and Development Deliverables: <ol style="list-style-type: none"> 1. Revised Business Processes 2. Training Plan 3. Merchant Identification Number (MID) Setup and Live Payment Testing 4. Solution Development 5. Successful Unit Testing of PaymentExpress Solution 6. Integration Test Plan
Weeks 8-9	Testing Deliverables: <ol style="list-style-type: none"> 1. Integration Testing 2. Training Delivery 3. Final Business Processes 4. Pilot Go-Live Plan 5. Support Plan
Week 10	Go-Live Deliverables: <ol style="list-style-type: none"> 1. Go-Live 2. Go-Live Support

Training

As part of our core offering, we provide all PaymentExpress training via the medium requested by the County (on-site or virtually) at a mutually agreed upon time.

If County staff need refresher training, or as new employees are onboarded, we will conduct training classes that cover all the features and functions of PaymentExpress. We tailor classes to each group of employees’ needs and have expert Grant Street staff lead each session. We conduct training either on-site or via web conference. We have provided a sample three-day training agenda, but topics and timing are mutually agreed upon as needs arise. As new features and functions are added to PaymentExpress over time, Grant Street will offer additional training on new functionality upon request.

Sample Training Agenda

Day 1 Topics: E-Payment Processing Overview	
<p>Types of Electronic Payments</p> <ul style="list-style-type: none"> • Web-based ACH • Credit cards • Signature debit • PIN debit 	<p>E-payment Processing</p> <ul style="list-style-type: none"> • One and two-pass charges • Service fees • Fund transfers
<p>ACH Network</p> <ul style="list-style-type: none"> • Batch processing • Returns • PaymentExpress validation 	<p>Card Networks</p> <ul style="list-style-type: none"> • Authorization • Declines • Chargebacks
Day 2 Topics: Administration and Cashiering	
<p>System Administration</p> <ul style="list-style-type: none"> • Preferences, password management • Adding, modifying, and removing users • Notifications, templates used, timing of emails 	<p>Cashiering</p> <ul style="list-style-type: none"> • Posting, checking out, using the POS device • Receipts • Voids, refunds • Invalidate/NSF • Reversals • Differences among tender types • POS device installation
Day 3 Topics: Reporting and Reconciliation	
<p>Agent Dashboard</p> <ul style="list-style-type: none"> • Navigation • Viewing payments • Using charts 	<p>Reconciliation</p> <ul style="list-style-type: none"> • Deposit overview • Statement activity • Description format • Timing
<p>Reporting</p> <ul style="list-style-type: none"> • Viewing standard reports • Creating ad-hoc reports • Downloading and printing reports 	<p>Account Debits</p> <ul style="list-style-type: none"> • Web-based ACH returns • Chargebacks • Other ad-hoc debits

Travel Policy

Grant Street has reviewed the County's travel policy and will adhere to it. We do not charge any travel-related fees to our clients.

29.9 Provide detail of any expenses that may be charged to the Tax Office during implementation as well as during the term of the agreement.

PaymentExpress does not charge any fees during implementation—and, as PaymentExpress is the incumbent vendor, no implementation would be required for existing services.

Since going live with PaymentExpress in Fort Bend County in 2019, we have added the following solutions **at no cost**:

- Scheduled payments integration with ACT
- Boat Registration payments for over-the-counter payments
- Escrow payment acceptance for over-the-counter payments
- Online digital wallet acceptance (Apple Pay, PayPal) and user profile creation
- Dynatouch kiosk integration (including hardware; implementation ongoing)
- Linebarger delinquent payment integration (implementation ongoing)
- PaymentLinks for ad-hoc payment invoicing solution (implementation pending)

29.10 Provide a copy of your Service Level Agreement, to include, call center location, response time for connectivity issues, and communication methods available to both tax office employees and taxpayers for problem alerts and resolutions.

Service Level Agreement

The PaymentExpress Service Level Agreement defines an "Event" as an incident whereby the system is either not working or its operation is inconsistent with original specifications. Events are divided into categories, Priority 1, 2, 3 and 4 as further defined below.

Outside of exceptional events, Grant Street expects to meet these service levels for PaymentExpress solutions. PaymentExpress Support analyzes time to resolution based on ticket data, and critical incidents are recorded using the PaymentExpress Statuspage.

Service Level Agreement

Category	Response Time	Resolution Time
<p>1 – Critical “Priority 1” or “Critical” means the impact of a reported defect is such that the Customer or third party users are unable to perform a critical function of the system. Examples:</p> <ul style="list-style-type: none"> Any issue fully preventing payment submission and processing. 	15 Minutes	1 Hour
<p>2 – High “Priority 2” or “High” means important features of the system are not working properly. While other areas of the system may not be impacted, the reported defect has created a significant, negative impact on Customer's productivity and/or service level. Examples:</p> <ul style="list-style-type: none"> Partial or intermittent interruptions of payment submission. Issues impacting normal settlement or funding of client accounts. Interrupted post-payment processes such as delivery of payment confirmations. 	1 Hour	24 Hours
<p>3 – Medium “Priority 3” or “Medium” means features of the system are not working properly. Customer impact is minimal loss of operational functionality but the system can still operate. Examples:</p> <ul style="list-style-type: none"> Issues where a small number of items that could normally be paid online are unavailable for payment (where Grant Street hosts the public site for a department). Non-urgent requests or questions about a specific payment. 	1 Business Day	5 Business Days
<p>4 – Low “Priority 4” or “Low” means an error that causes only a minor impact on the use of the system Examples:</p> <ul style="list-style-type: none"> Bug causing information display issues in PaymentExpress administrative site. Changing non-critical text on email notifications sent by PaymentExpress or text on a PaymentExpress-hosted site. 	2 Business Days	10 Business Days

Call Center Location

Grant Street provides support for the County and for payers through our in-house, bilingual (English and Spanish) support teams. These teams are 100% U.S. based, working remotely across the country with offices in Pittsburgh, Pennsylvania, and Austin, Texas.



Response Time for Connectivity Issues

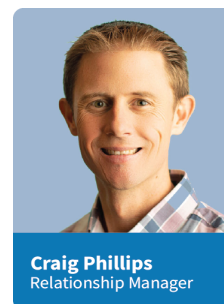
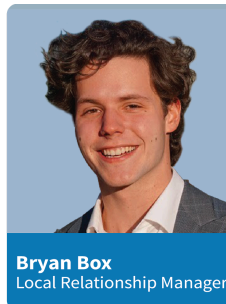
Please see the response times outlined in the preceding table.

Communicating with the Tax Office

Every Tax Office location will receive support from our Product Support Team. Support for the Tax Office is available from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excluding nationally recognized holidays. We provide emergency technical support to clients 24 hours a day, 365 days a year.

Tax Office staff can reach the Product Support Team by phone, email, and our support ticket portal (JIRA Service Management).

Kelly Policicchio and Craig Phillips will continue to serve as Relationship Managers for the County. In addition, Bryan Box will serve as the County's local Relationship Manager. **Bryan is located 30 miles away from the TAC office and is available for immediate needs.** This group will ensure that Grant Street maintains high support standards, addressing any concerns with our product or service, keeping the TAC informed of relevant developments in PaymentExpress or the payments industry overall, and will visit the TAC at regular intervals.



Communicating with Taxpayers

Taxpayers may reach our bilingual Software Support team via a toll-free phone line or email. Support for payer calls is available from 7:00 a.m. to 8:00 p.m. Central Time, Monday through Friday, excluding nationally recognized holidays.

29.11 Provide details of any data breach your company experienced within the past five (5) years. Provide the changes that have been made to prevent this from happening in the future.

None. PaymentExpress has never experienced a security breach.

Security is a prime focus for PaymentExpress. PaymentExpress undergoes annual comprehensive third-party security audits (including, but not limited to, PCI-DSS and SSAE-21) which review hundreds

of check points related to secure data storage, encryption methodology, system and network security, and security policies and procedures.

Our solution meets all credit card, debit card, and ACH transaction security rules and regulations including PCI DSS, EMV, and NACHA compliance.

29.12 Provide details regarding your disaster recovery plan. Vendor must be located within 300 miles of Fort Bend County to facilitate the relationship with tax office employees.

Disaster Recovery Plan

PaymentExpress has extensive business continuity plans in place which exceed the traditional disaster recovery setup. We purchase and maintain servers and network equipment that host and run our applications, located at world-class data centers in Pittsburgh (Production 1) and Atlanta (Production 2). We can seamlessly switch between these data centers without user or service impact.

This architecture increases capacity and maintains high availability even at the busiest times. Both data centers provide 24/7/365 staffing, physical security, dual uninterruptible power supplies, backup diesel generator, and redundant internet backbone connections among other first-class amenities.

Internal redundant network mesh provides 100% guaranteed internet connectivity.

We perform application failovers for all of our payment processing applications at least quarterly to ensure the flip process remains a routine, seamless operation and that our applications can run without any loss of functionality in either data center.

We designed and built our infrastructure using industry best practices for redundancy. All core infrastructure pieces (i.e., firewalls, switches, load balancers, web and database servers) have redundant systems in active/active or active/standby configurations to minimize downtime as a result of hardware failure. We designed our Domain Name Service (DNS) to be highly available, even during reboots of DNS servers necessary for security patching. We load balance our web servers and send read-only database queries to replica databases. We virtualize our web and database servers to use resources efficiently and to be able to quickly add new servers.



Redundancy Capabilities: Dual Processing Sites

Both of our production data centers (referred to as “primary” and “secondary”, depending on which instance runs the application) have up-to-date copies of software required to run PaymentExpress as well as replicated databases, updated in real-time, with the secondary databases typically no more than two seconds behind the primary databases. The Pittsburgh and Atlanta data centers have the same code, data, and a similar amount of processing capacity. The data centers are effectively identical, allowing for our seamless failover process and for the applications to be served without any degradation of service from either environment. Both data centers also maintain the same level of security controls. Traffic passing between the Pittsburgh and Atlanta environments is carried over

private redundant dedicated WAN ethernet circuits to avoid Internet congestion. Additionally, we pass all traffic through an IPSEC VPN over these circuits.

Grant Street actively monitors production and test environments using industry-standard platforms such as Nagios IT Infrastructure monitoring, and Observium data logging and network graphic systems. We continuously serve backup applications in our secondary environments from a secondary URL and monitor these networks 24/7/365.

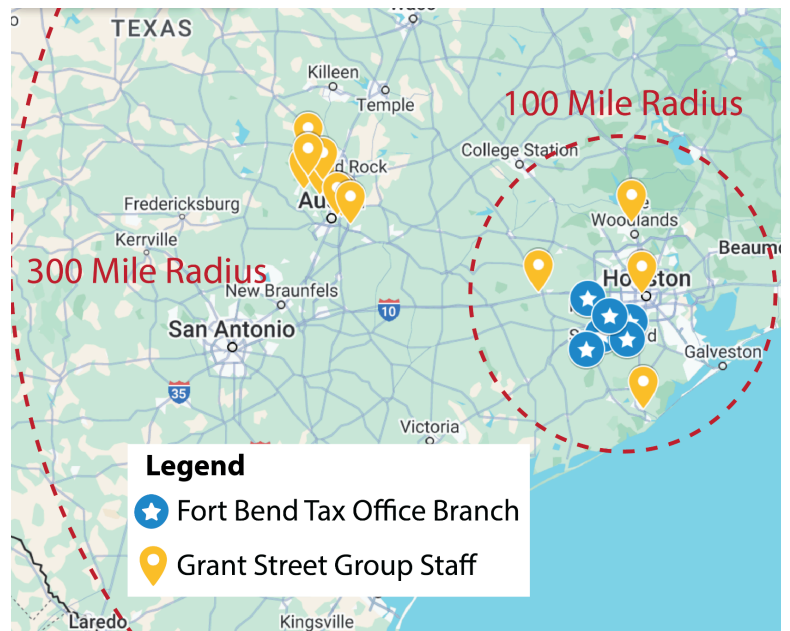
We intentionally use geographically diverse data centers from two different providers to mitigate the issue of both data centers becoming inoperable at the same time. Data centers are not on the same power grid or subject to the same weather events and have different network providers.

In the event of a complete outage of our data center in Pittsburgh, PaymentExpress traffic can be directed to the Atlanta data center in as little as five minutes. In an extreme scenario where both data centers become inoperable, Grant Street can restore our databases from off-site backups. Whatever the case, you will be notified as soon as possible of the issues, and our updates will include steps taken to resolution, which detail the failover to our secondary data center or other measures that were taken. These updates will be provided within 24 hours of such an event.

At a minimum, we test all our disaster recovery processes annually to ensure we can bring those applications online in our backup data center regardless of the scenario.

Texas Presence

Grant Street Group maintains a **strong presence in Texas with nearly two dozen employees located within 300 miles of Fort Bend County**, including an office in Austin (150 miles away). Among these employees are several members of our PaymentExpress team, including Business Analysts, Developers, Software Support, members from our implementation and point of sale team, our PaymentExpress Technology Manager, and **Local Relationship Manager / Payments Solution Architect located just over 30 miles from the TAC’s main office**. Grant Street maintains a distributed remote workforce enabling us to be located close to our client base to ensure high levels of support and strong client relationships.



29.13 Must be able to access real time confirmation of credit card transactions.

✓ **Yes.** PaymentExpress provides extremely powerful online reporting which the Tax Office can use to access real-time confirmation of credit card transactions. All authorizations and confirmations are visible in PaymentExpress within seconds, and reports have significant drill-down capabilities, allowing users to view detailed information about each transaction across all payment channels.

Payments report refreshed at 3:20 pm on April 2, 2025, showing real-time payments as they are processed

Payments									
Options		Refresh		Download		Display	Data Only	Show 50 records	
DATE	CLIENT	DEPARTMENT	LOCATION	CONFIRMATION #	STATUS	AMOUNT	PAYMENT TYPE	CARD BRAND	
today	Choose...	Choose...	Choose...		Choose...		Choose...	Choose...	
2025-04-02 3:20pm	Fort Bend	Tax Assessor-Collector	Richmond	98515584098	Charged	\$78.25	Credit Card	Visa	
2025-04-02 3:19pm	Fort Bend	Tax Assessor-Collector	Richmond	58575571273	Charged	\$78.25	Credit Card	MasterCard	
2025-04-02 3:19pm	Fort Bend	Tax Assessor-Collector	Missouri City	56845464103	Charged	\$431.90	Credit Card	MasterCard	
2025-04-02 3:17pm	Fort Bend	Tax Assessor-Collector	Sienna Plantation	25316689701	Charged	\$78.25	Credit Card	Visa	
2025-04-02 3:17pm	Fort Bend	Tax Assessor-Collector	Richmond	20555031149	Charged	\$78.25	Credit Card	Visa	
2025-04-02 3:17pm	Fort Bend	Tax Assessor-Collector	Richmond	69596754116	Charged	\$4.00	Credit Card	MasterCard	

29.14 Point of Sale Transactions: Point of sale payments at the counter will not interface with software. The Tax Office currently uses Ingenico Lane 5000 TriPOS devices. Devices shall be standalone credit card machines with the ability to generate and print receipts through the vendor’s online site for both the customer and tax office. Must also include separate PIN pad for customer to swipe/dip their own card and enter their PIN, if required. Staff shall not be required to handle cards.

✓ **Yes.**

Point-of-Sale Devices

PaymentExpress facilitates in-person payments using point-of-sale (POS) terminals supporting all major credit card brands and debit card networks. Our POS solution is fully compliant with current PCI-DSS standards and support EMV, point-to-point (P2PE) encryption, and contactless payment methods such as Google Pay, Apple Pay, MasterPass, Samsung Pay, Visa payWave, PayPal contactless, and others.



Our standard POS terminal is the Ingenico Lane/5000, which we currently have deployed across Fort Bend Tax Offices. This user-friendly device has a touchscreen display while remaining compact, saving valuable desk real estate.

Currently in Fort Bend County, our unique triPOS “semi-integrated” hardware solution grants Tax Offices the ability to take payments for both Property Tax and DMV item types from a single device. Cashiers can activate our secure POS devices from the RTS computers, and office staff are never required to handle cards.

Printed Receipts

In-person payment receipts are generated and able to be printed from PaymentExpress immediately upon completion of the payment. In-person receipts can also be emailed by the cashier to an email address designated by the payer.

Printable in-person payment receipt

02/04/2025, 10:45
Payment Summary - PaymentExpress®

Fort Bend County
Tax Assessor-Collector

Confirmation 76 [REDACTED]

Merchant Details

Department: Tax Assessor-Collector
 Cashier: [REDACTED]
 Location: Richmond
 Address: [REDACTED]

Customer Details

Account Holder: [REDACTED]
 United States

Transaction Details

Type: Purchase
 Posted Date: 04/02/2025 10:38 AM EDT
 Received Via: In Person
 # of Items: 1
 Cart Amount: \$ 236.25
 Service Fee: \$ 2.75
 Total: \$ 239.00

Card Details

AID: A000 [REDACTED]
 Application Label: US DEBIT
 PIN Status: Verified
 Cryptogram: [REDACTED]
 Terminal #: [REDACTED]
 Auth Code: [REDACTED]
 Data Source: Chip
 Merchant ID: [REDACTED]

Receipt

Shopping Cart

#	Type	Category	Description	Amount	Service Fee
1	Auto	Auto	Auto [REDACTED]	\$ 236.25	\$ 2.75

Payments

Action	Status	Via	Account Information	Amount	Service Fee
Charge	Complete	Debit Card	[REDACTED]	\$ 236.25	\$ 2.75
Subtotal:				\$ 236.25	\$ 2.75
Total (Payment + Fee):				\$ 239.00	

PaymentExpress®

Emailed in-person payment receipt



Fort Bend County Tax Assessor-Collector
 1317 Eugene Heimann Circle, Richmond, TX 77469-3623
 281-341-3710 | [Website](#)

Your payment has been received.

Confirmation number
 856 [REDACTED]

Payment Summary

Payments

PAYMENT	ACCOUNT	PAID
Credit Card	MasterCard Account # **** [REDACTED]	\$228.00
Service Fee		\$5.22
Total Charged		\$233.22

Items paid

ITEM	DESCRIPTION	AMOUNT
Auto	Auto [REDACTED]	\$228.00

Transaction Details

TRANSACTION DATE:	3/26/2025 4:38 PM CDT
PAYER NAME:	[REDACTED]
PAYER EMAIL:	
RECIPIENT:	Fort Bend County Tax Assessor-Collector
RECEIVED VIA:	In Person
PAYMENT THROUGH:	Missouri City
CASHIER:	[REDACTED]
MERCHANT ID:	***** [REDACTED]

Authorization Details

AID:	A00000 [REDACTED]
APPLICATION LABEL:	mastercard
CRYPTOGRAM:	[REDACTED]
TERMINAL NUMBER:	[REDACTED]
AUTH CODE:	[REDACTED]
DATA SOURCE:	Chip

The payment will appear on your statement as "PMT*FT BEND CO TAX OFFICE".

For more information on the Fort Bend County Tax Assessor-Collector, please visit our website at <https://www.fortbendcountytx.gov/government/departments/financial-administration/tax-assessor-collector>.

29.14.1 Customer receipts shall itemize transaction amount and convenience fee separately.

Yes. Every PaymentExpress receipt itemizes the transaction amount and the service fee separately.

In-Person Receipt

02/04/2025, 10:45
Payment Summary - PaymentExpress®

**Fort Bend County
Tax Assessor-Collector**

Confirmation 76 [REDACTED]

Merchant Details

Department: Tax Assessor-Collector

Cashier: [REDACTED]

Location: Richmond

Address: [REDACTED]

Customer Details

Account Holder: [REDACTED]

United States

Transaction Details

Type: Purchase

Posted Date: 04/02/2025 10:38 AM EDT

Received Via: In Person

of Items: 1

Cart Amount: \$ 236.25

Service Fee: \$ 2.75

Total: \$ 239.00

Card Details

AID: A000 [REDACTED]

Application Label: US DEBIT

PIN Status: Verified

Cryptogram: [REDACTED]

Terminal #: [REDACTED]

Auth Code: [REDACTED]

Data Source: Chip

Merchant ID: [REDACTED]

Receipt

Shopping Cart

#	Type	Category	Description	Amount	Service Fee
1	Auto	Auto	[REDACTED]	\$ 236.25	\$ 2.75

Payments

Action	Status	Via	Account Information	Amount	Service Fee
Charge	Complete	Debit Card	[REDACTED]	\$ 236.25	\$ 2.75
Subtotal:				\$ 236.25	\$ 2.75
Total (Payment + Fee):				\$ 239.00	

PaymentExpress®

Online Receipt



Thank you for submitting your payment!

Items Paid

DESCRIPTION	QUANTITY	AMOUNT
Tax Assessor-Collector Property Tax Account: T1X [REDACTED], Tax Year: 1997	1	\$291.54
Service Fee		\$6.68
The payment will appear on your statement as "PMT*FT BEND CO TAX OFFICE".		
TOTAL CHARGED		\$298.22

Transaction Details

Account: VISA ending in [REDACTED]
 Transaction Data Source: tokenized
 Paid: \$298.22
 Payment Date: Apr 3, 2025, 2:56 PM CDT
 Recipient: Fort Bend County
 Confirmation Number: L8[REDACTED]

Paid by: [REDACTED]

Your online payment was received by Fort Bend County with the transaction response code [REDACTED].

Contact Information

Fort Bend County - Tax Assessor-Collector
 Fort Bend County Tax Assessor-Collector 1317 Eugene Heimann Circle, Richmond, TX 77469
 281-341-3710 | [Website](#)

29.14.2 Devices must have the ability to swipe cards and accept chip cards and contactless payment.

✓ **Yes.** The Ingenico Lane/5000 devices currently in use throughout the Tax Office branches support swipe/chip/tap/and contactless payments.

Via PaymentExpress, 58% of the County's in-person card payments are contactless.



29.14.3 No second swipe/dip of the card shall be required to assess the convenience fee.

✓ **Yes.** PaymentExpress does not require a second transaction for the service fee. Service fees are displayed to customers on the screen before proceeding with payment.

29.14.4 POS units will connect to credit card vendor through IP address using existing Ethernet connections and wiring.

✓ **Yes.**

The 50+ Ingenico Lane/5000 devices currently in use by the County are all connected to the internet via wired Ethernet connections.

29.14.5 POS devices must be able to process payments for multiple departments (ie. Auto, property, beer & liquor).

✓ **Yes.** PaymentExpress POS devices can process payments for multiple departments. Currently for Fort Bend County, PaymentExpress accepts payments for property tax, automobile/truck and trailer taxes, and vehicle and dealer fees, all from a single device. PaymentExpress clearly distinguishes between each type of item to the cashier and in PaymentExpress reporting.

29.15 Online Transactions: Fort Bend County utilizes ACT tax collection software. The vendor will be required to interface with ACT for collection and scheduling of online property tax payments.

✓ **Yes.** PaymentExpress is currently integrated with ACT through multiple interfaces for the collection and scheduling of online property tax payments for Fort Bend. We have supported this integration since 2019.

29.15.1 Vendor to accept payment of multiple tax accounts online. Payments to be placed in a shopping cart and paid by one transaction.

✓ **Yes.** All PaymentExpress solutions accept the payment of multiple items/accounts in a single transaction. Depending on the County's needs, we can either fully host the payment page and

provide shopping cart functionality for payers, or we can facilitate a cart handoff from ACT, which is the solution we currently support for Fort Bend County. In the context of our current solution, ACT provides our system with the contents of the shopping cart and any relevant information about account(s) to display to the payer and/or make available in PaymentExpress reporting, and we guide the payer through the completion of the transaction. After a payment is complete, we update ACT with information about the payment in real time, ensuring our systems stay in sync.

29.15.2 Vendor to have capability to process scheduled future and/or recurring payments and accept PayPal, Google Pay, Apple Pay, Venmo, etc.

✓Yes.

Scheduled Payments

On February 24, 2020, PaymentExpress delivered an integrated scheduled payment solution specifically designed for Fort Bend County's online property tax payments.

This solution allows payers to **schedule one-time or recurring future payments up until the account is paid** in full or the tax season ends. Payers create the schedule using the property tax system website, and we secure their card information using an embedded PaymentExpress card entry iframe.



PayPal, Google Pay, Apple Pay, and Venmo

PaymentExpress supports all of these payment methods.



Google Pay



venmo

29.15.3 Vendor to provide online e-check transactions at no fee.

✓Yes. We provide online e-checks at no cost to the payer.

To cover the additional cost of e-check validation, we will invoice the County separately for a nominal validation fee specified in the fee schedule.

29.15.4 Vendor to have capability to process payments made through our Bill Pay Kiosk software for several offices, software provided by DynaTouch and ACT.

✓**Yes.** PaymentExpress has partnered with DynaTouch, ACT, and the County to create a Bill Pay Kiosk payment processing solution for cards and paper checks which is currently in final testing before go-live. We have developed an API interface that ensures seamless integration between DynaTouch's kiosk software and our payments platform. We provide the Ingenico Self/4000, a kiosk-optimized payment terminal, for secure card processing at no cost to the County. For check processing, we accept the check details from scanners provided by DynaTouch and then convert and process it as an electronic ACH transaction. After a transaction is complete, we provide a real-time status update on the account that was paid to ACT. All kiosk payment data is consolidated within PaymentExpress's back-office functionality, thus providing unified reporting and deposit management across all payment channels to the County.



29.15.5 The Tax Office experienced approximately five hundred forty (540) echeck returns last fiscal year. Describe how e-checks are processed and their settlement times. Also describe the steps taken when an e-check is declined.

E-Check Processing and Settlement Times

Validating E-Checks

In March 2022, Grant Street integrated an industry-leading solution that prioritizes client security and customer convenience.

Our ACH validation process utilizes the Early Warning database for **real-time account validation**. Validation occurs instantaneously when a payer enters their routing and account information, having no negative effect on the transaction process or timing of deposits. The Early Warning database is constantly updated by the thousands of banks and credit unions that participate in this validation service.

If the database notes a bank account as invalid, we suspend the transaction and present the customer with a message directing them to review their bank account number and try again.

Our e-check validation solution reduces risk, minimizes fraud, does not introduce friction from the need for the customer to perform verification outside of payment submission, and brings our clients into compliance with NACHA requirements.

Processing and Settlement

All successful e-check payments for a single day are batched and sent in an ACH file to Cadence Bank, who processes the file and initiates the appropriate fund transfers. PaymentExpress worked with Cadence Bank to implement a balanced file solution which includes both debits and credits, allowing us to specify the statement description of e-check deposits according to Fort Bend's specifications.

Within this e-check processing model, e-check funds settle in Fort Bend's account two days after the payment was made.

Declined E-Check Process

1. The Tax Office's banking services provider (Cadence Bank) informs the County of returns.
2. The County updates PaymentExpress reporting with returned e-checks
3. PaymentExpress **emails payers with the reason for the return** (e.g., insufficient funds). This email notification can be customized with the Tax Office's specific procedure for customers. For example, instructing the customer to re-pay using certified funds.
4. The Tax Office manually cancels e-check tender in its internal systems. PaymentExpress also has the ability to interface with the internal system to cancel the tender automatically if the internal system supports such an interface.
5. The Tax Office's bank account is debited for the dishonored e-check amount, in the same manner as the bank debits the Tax Office for other dishonored check types.
6. Once the Tax Office's bank account is successfully debited, the process is complete.

If Cadence Bank were able to submit a returns file to PaymentExpress, PaymentExpress has the ability to automatically update reporting, mark transactions as returned, and notify payers without any action required from the county. We would like to work with Cadence bank to see if this is an option.

Sample Returned Payment Email

County Treasurer's Office
 123 Main Street
 City, State 12345

Your payment has been returned.

Return confirmation number
 79352343561

Return Summary

Returns

RETURN	ACCOUNT	RETURNED
Echeck	Client Bank Account # ****4321	\$ 452.50
Total Returned		\$ 452.50

Items returned

ITEM	DESCRIPTION	AMOUNT
Business Tax	Acc# 123456 Rct#789012 Yr: 2022 (Non Renew)	\$ 50.00
Business Tax	Acc#123456 Rct#789012 Yr: 2015	\$ 57.50
Business Tax	Acc#123456 Rct#789012 Yr: 2016 (Non Renew)	\$ 57.50
Business Tax	Acc#123456 Rct#789012 Yr: 2017 (Non Renew)	\$ 57.50
Business Tax	Acc#123456 Rct#789012 Yr: 2018 (Non Renew)	\$ 57.50
Business Tax	Acc#123456 Rct#789012 Yr: 2019 (Non Renew)	\$ 57.50
Business Tax	Acc#123456 Rct#789012 Yr: 2020 (Non Renew)	\$ 57.50
Business Tax	Acc# 123456 Rct#789012 Yr: 2021 (Non Renew)	\$ 57.50

Transaction Details

TRANSACTION DATE:	10/8/2021 9:46 AM EDT
PAYER NAME:	Test Name
PAYER EMAIL:	test.name@email.com
RECIPIENT:	County Tax Collector
RECEIVED VIA:	Online
PAYMENT THROUGH:	Internet

Your e-check payment has been cancelled and your bank account will not be charged.

29.15.6 Fort Bend County receives a higher volume of payments on certain days of the year; therefore, vendor is to be certain to have the capability to handle extremely large volume of payments to ensure no system crash or slow-down of payments to be made. Describe what safeguards you have in place to prevent crashes or slowing of transactions. Vendor must provide data on volume of transactions processed and dates for their three (3) busiest days for each of the last three (3) years.

✓Yes.

Peak Transaction Dates

We understand that the Fort Bend County Tax Assessor-Collector has certain dates, such as January 31st (the last day to pay taxes without penalty or interest), where the number of transactions can reach 12 - 15 times what the office experiences on a normal day.

Our tax collector and treasurer clients in Florida, California, and Nebraska experience similar peak activity periods in their tax collection cycle, so we have developed safeguards to handle these types of fluctuations in payment volume without crashes or system slowdowns.

PaymentExpress processes over 26 million credit card, debit card, and e-check transactions annually, totaling over \$32 billion. However, our system is capable of processing several times our current daily transaction volume, providing ample capacity to accommodate growth and peak demand periods. We use a variety of techniques to ensure that our system is ready to seamlessly handle your peak processing periods:

- 1. Scalable Infrastructure:** Our system architecture is built on a scalable platform that allows us to dynamically allocate resources and increase capacity as needed. This allows us to quickly and easily respond to the need for additional capacity as a result of increased load.
- 2. Load Testing:** We conduct rigorous load testing to verify our system's capacity. This load testing is performed at least annually, and ahead of major events as needed. These tests simulate transaction volumes that are multiples above our peak periods, and ensure that our infrastructure can handle those volumes without issue.
- 3. Annual Capacity Planning:** We perform comprehensive capacity planning on an annual basis. This process involves analyzing historical transaction data, forecasting future growth (accounting for peak processing dates related to payment deadlines), and adjusting our infrastructure accordingly. This combination of capacity planning and load testing ensures that we are always prepared to meet the demands of our clients, even during surges in transaction volume.
- 4. Continuous Monitoring:** Our system is equipped with advanced monitoring tools that provide real-time insights into transaction volumes and system performance. This allows us to quickly identify and address any potential bottlenecks, ensuring optimal performance at all times.

As a result of these efforts, we have handled all of Fort Bend's peak payment dates without incident.

Peak Fort Bend Payment Dates: Last Three Years

Date	Transactions	Dollar Volume
Friday, January 31, 2025	7,248	\$45,354,204.04
Wednesday, January 31, 2024	6,754	\$39,615,510.22
Tuesday, January 31, 2023	6,146	\$37,668,523.71
Total	20,148	\$122,638,237.97

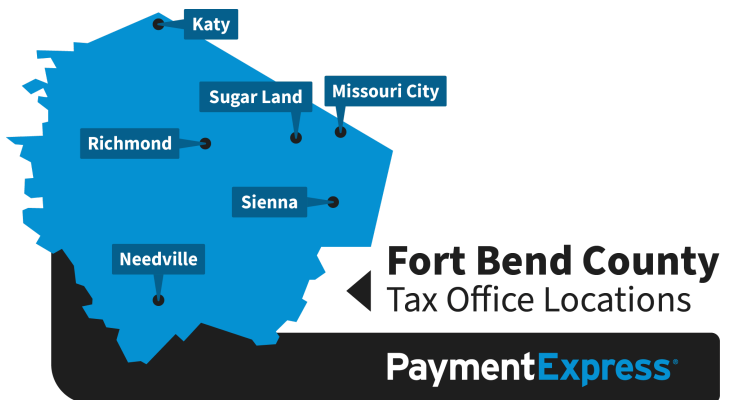
Other PaymentExpress clients experience similar peak payment periods toward the end of the year. Here, we see the peak payment dates for all PaymentExpress clients.

Peak Overall Payment Dates Across All Clients: Last Three Years

Date	Transactions	Dollar Volume
Monday, November 25, 2024	171,016	\$843,214,179.44
Thursday, November 30, 2023	170,681	\$873,241,184.05
Monday, November 28, 2022	167,751	\$709,439,788.25
Total	509,448	\$2,425,895,151.74

30.0 SERVICE LOCATIONS:

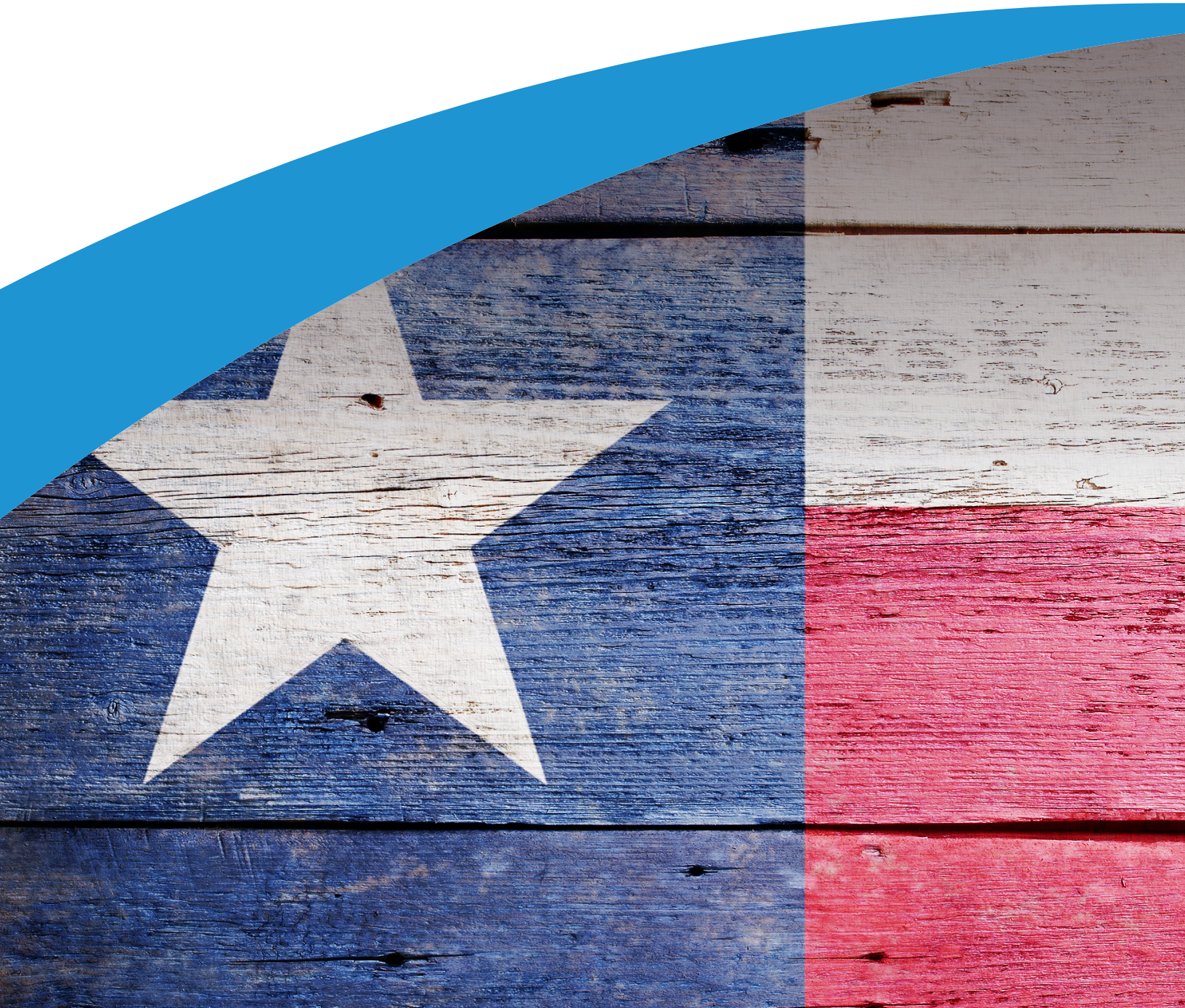
- **Richmond** – 1317 Eugene Heimann Cir, Richmond, TX 77469 (17 machines)
- **Katy Branch** – 22333 Grand Corner Dr., Katy, TX 77494 (7 machines & 1 Kiosk)
- **Missouri City Annex Branch** – 307 Texas Pkwy, Ste 113, Missouri City, TX 77489-1151 (12 machines & 1 Kiosk)
- **Needville Branch** – 3743 School St., Needville, TX 77461 (2 machines)
- **Sienna Annex Branch** – 5855 Sienna Springs Way, Missouri City, TX 77459 (7 machines)
- **Sugar Land Branch** – 151 Stadium Dr, Ste 175, Sugar Land, TX 77498 (8 machines)



PaymentExpress supports all the Tax Office branches listed above and will continue to provide all the required devices if selected.

Fees

Credit Card Processing Services



Tab 2: Fees

Exhibit I: Fees

On-Line Credit*	<u>2.29%</u> per transaction
	<u>\$2.75</u> minimum transaction fee
Face to Face Pin Debit	<u>0.00%</u> per transaction
	<u>\$2.75</u> minimum transaction fee
Face to Face Credit	<u>2.29%</u> per transaction
	<u>\$2.75</u> minimum transaction fee
E-Check Validation	<u>0.00%</u> per transaction
	<u>\$0.25</u> minimum transaction fee
On-Line International Credit and Debit**	<u>3.95%</u> per transaction
	<u>\$2.75</u> minimum transaction fee
On-Line Commercial Credit and Debit**	<u>3.95%</u> per transaction
	<u>\$2.75</u> minimum transaction fee
Settlement time for E-check***	<u>48</u> hours
Settlement time for Credit Cards***	<u>48</u> hours

* PayPal, Venmo, Apple Pay for web, and Google Pay for web will also be at this rate.

** International and commercial card payments via in-person and kiosk channels will be charged at the 2.29% (\$2.75 minimum) rate - i.e., international and commercial rates only apply to online transactions.

*** As described in section 29.2 deposits can be as soon as 48 hours after payment depending on the funding model selected by the County.

Alternative Pricing Schedule

On-Line Credit*	<u>2.09</u> % per transaction
	<u>\$2.75</u> minimum transaction fee
Face to Face Pin Debit	<u>2.09%</u> per transaction
	<u>\$2.75</u> minimum transaction fee
Face to Face Credit	<u>2.09%</u> per transaction
	<u>\$2.75</u> minimum transaction fee

E-Check Validation	0.00% _____ per transaction
	\$0.25 _____ minimum transaction fee

Under this pricing alternative, in order to achieve the lowest possible overall rate, Face to Face Pin Debit will be charged at the “credit” rate, and international, commercial and American Express cards will not be accepted online.

Settlement time for E-check** 48 _____ hours

Settlement time for Credit Cards** 48 _____ hours

* PayPal, Venmo, Apple Pay for web, and Google Pay for web will also be at this rate.

** As described in section 29.2 deposits can be as soon as 48 hours after payment depending on the funding model selected by the County.

Zero Cost Solution

Under both the main pricing proposal and the alternative pricing proposal, this is a zero cost solution to the County. There are no fees or costs to the County for POS equipment (retails at about \$500 a device), chargebacks, e-check returns, software, reporting, or any other aspect of our service outside of the fees laid out above.

Pricing for Optional Services

Grant Street continues to create innovative payment solutions, and we will make them available to the County.

Payment Links

This is an efficient invoicing method to collect funds from payers remotely via text message and email. We would provide this service to the County at no cost, apart from the standard payment transaction fees (service fees).

See the Executive Summary for more information on Payment Links.

Online Banking E-checks

This new pioneering e-check service will reduce returns by allowing a real-time funds availability lookup at the time of payment - materially reducing returns due to NSF's and other reasons.

- Service fee (payer funded): \$1.50
- Absorbed fee (County funded): \$0.95

Firm Experience

Credit Card Processing Services



Tab 3: Firm Experience

Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing credit card services to governmental entities with emphasis on City and/or County governments.

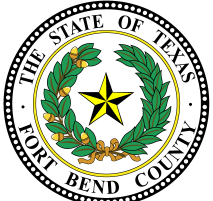
If applicable, provide client information on Texas county, city, and/or school tax offices. List the three (3) most relevant projects launched within the last ten (10) years. Provide the name and location of each client, contact name with phone number and email address, start date and length of time equipment/services have been in use.

Government Payment Specialists

Since 2009, **PaymentExpress** has provided a comprehensive package of e-payment services to government entities that allows them to accept all electronic payment methods and multiple channels: online, in-office, and by telephone or mobile device. In our **15 years of experience developing, installing, and operating credit, debit card, and e-check processing services** we have implemented PaymentExpress in state and county governments across the country.

100%
of our
PaymentExpress clients are
government agencies.

Most Relevant Texas Clients

Fort Bend County Tax Assessor- Collector, Texas		
Ms. Carmen Turner Tax Assessor Collector	(281) 341-3710	Carmen.Turner@fortbendcountytexas.gov
<p>Project summary: The Fort Bend County Tax Assessor-Collector selected PaymentExpress as its new e-payments provider after a procurement process in 2018. PaymentExpress facilitates payments for the Tax Assessor-Collector online, via mobile or tablet devices, and in six office locations through 50 physical payment stations. Annually, PaymentExpress processes over 238,000 e-payments totaling \$650 million for the County.</p> <p>PaymentExpress is compatible with the Texas Department of Motor Vehicles' RTS computers, which means cashiers can activate our secure POS devices from the RTS computers. Fort Bend's hardware configuration was unique as it aimed to provide the ability for the county to take payments for both Property Tax and DMV item types from a single device. Fort Bend utilized two separate systems for Property Tax and DMV transactions, one offered by the County and the other provided by RTS respectively. Our dynamic cloud-based solution allowed us to configure our POS devices to be activated from either workstation and accept payments. This setup is a far improved workflow compared to their prior solution.</p>		

PaymentExpress supported Fort Bend’s Tax Software (ACT) by allowing a direct integration with our e-wallet service. This allowed customers to save their tender information for scheduled payments, fully embedded within the ACT software.

Our partnership with Fort Bend County has enabled the following additional services:

- PaymentExpress can process **Boat and Trailer renewals** via a workflow with the Department of Parks and Wildlife.
- PaymentExpress can handle County **Escrow payments**. Payers can easily set up and manage scheduled or recurring payments in our system.
- PaymentExpress accepts **Special Inventory Tax payments**, allowing dealers to make payments in tax offices across the County.
- The **contactless payment** option has led to 58% of the County’s in-person transactions now occurring via a contactless transaction.

Williamson County, Texas

Mr. Larry Gaddes
Tax Assessor-Collector

(512) 636-9896

lgaddes@wilco.org

Project summary: In September 2024, Williamson County went live with PaymentExpress following a formal procurement process conducted by the County in 2023.

PaymentExpress facilitates fast and convenient payment options for property tax and DMV transactions across online, phone, and in-person channels. We also introduced online scheduled payments, allowing taxpayers to set up recurring monthly prepayments or quarterly installments, select their preferred withdrawal dates, and modify payment plans from home. PaymentExpress supports modern payment options, including digital wallets like Apple Pay, PayPal, Venmo, and Google Pay, available both in-person and online.

This implementation has streamlined internal processes, enhancing departmental efficiency by reducing labor-intensive tasks and enabling staff to focus on complex inquiries. PaymentExpress integrates seamlessly with the County’s existing systems, promoting digital payment adoption, ensuring robust security, expediting checkout times, minimizing e-check returns, and improving back-office accounting and reconciliation. The collaboration with Williamson County has been instrumental in refining the online scheduled payments solution to meet the specific needs of Texas Tax Assessor/Collectors.



Duval County Tax Collector, Florida

Mr. Jim Overton
Tax Collector

(904)630-1464

jnoverton@coj.net

Project summary: Since 2021, Duval County has used PaymentExpress as its payment processing platform, which is fully integrated with TaxSys (Grant Street’s tax collection and billing system), and interfaces with City of Jacksonville applications for a centralized, all-in-one customer experience.

Duval County and the City of Jacksonville are a consolidated form of government. This requires the County Tax Collector to accept all payments on behalf of all City departments at Tax Collector offices. PaymentExpress was able to accommodate all in-person City payments, as well as providing a portal for Tax Collector-specific payments.

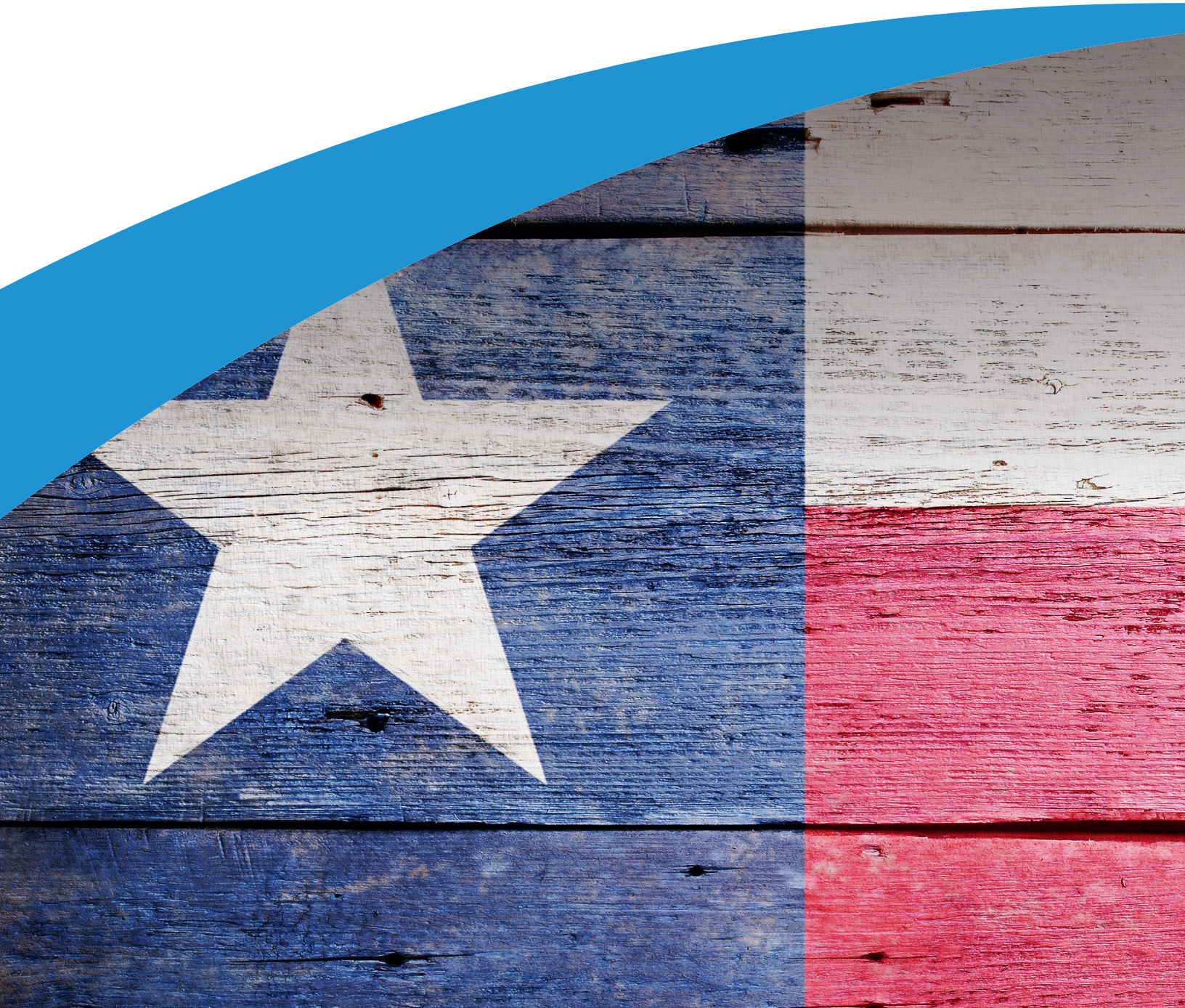
PaymentExpress allows the City/County to collect online and in-person electronic payments for Property Tax, Business Tax, Tourist Tax, DMV, Misc (Hunting & Fishing, and Concealed Weapons Permits).

Annually, PaymentExpress processes 722,000 e-payments totaling \$681 million for the County.



Staff Experience

Credit Card Processing Services



Tab 4: Staff Experience

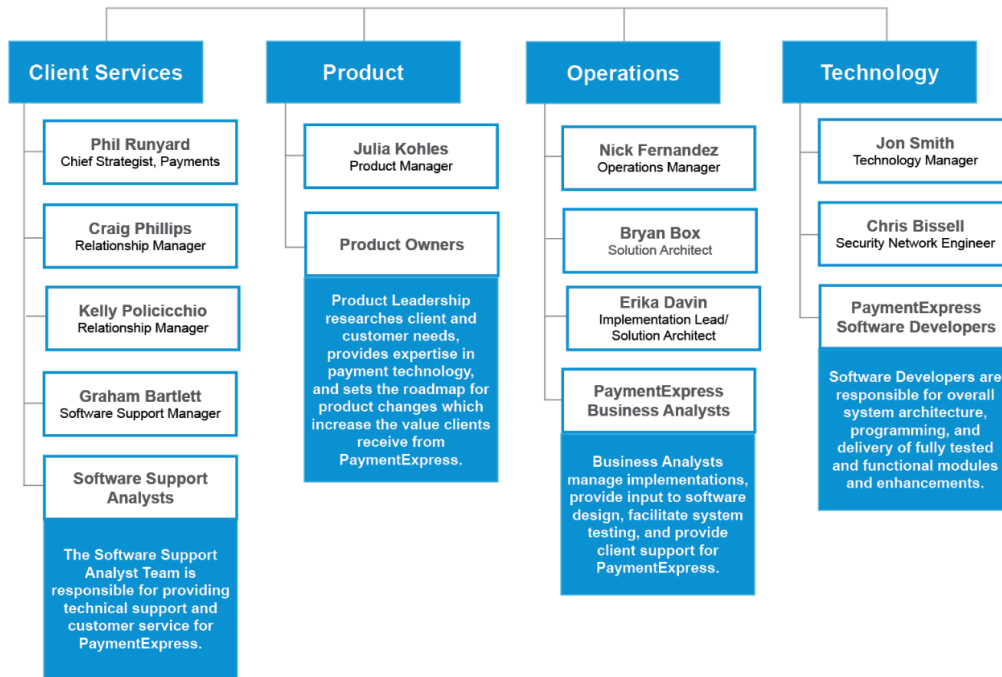
Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing credit card services. Describe the role and provide resumes of each team member who will be assigned to this project; resumes to include a minimum of three (3) relevant projects launched within the last ten (10) years, provide the name and location of each client, contact name with phone number and email address, start date and length of time equipment/services have been in use.

With **15 years of e-payment experience** and over **\$32 billion in government payments processed** annually, Grant Street is extremely qualified to continue serving the County's needs. All of our project team members, including software developers, reside in the United States and work exclusively for Grant Street. Key management includes:

- **Contract:** Phil Runyard, Chief Strategist, Payments
- **Relationship Management:** Craig Phillips and Kelly Policicchio, Relationship Managers; Bryan Box, Local Relationship Manager
- **Product Management:** Julia Kohles, Product Manager
- **Software Implementation and Solution Design:** Bryan Box, Solution Architect, and Erika Davin, Implementation Lead/Solution Architect
- **Software Support:** Graham Bartlett, Software Support Manager
- **Technology:** Jon Smith, Technology Manager
- **Security:** Chris Bissell, Security Network Engineer
- **Operations:** Nick Fernandez, Operations Manager

Please see the client table in the **Executive Summary** for service dates.

PaymentExpress®



	<h2>Phil Runyard</h2> <h3>Chief Strategist, Payments</h3>
Education	<p>Chartered Institute of Management Accountants (CIMA) 2004 - 2009 London, United Kingdom <i>Chartered Management Accountant, Accounting</i></p> <p>University of Bath 1998 - 2003 Bath, United Kingdom <i>Master of Engineering, Mechanical Engineering</i></p>
Employment History	<p>Grant Street Group Chief Strategist, Payments December 2018 – Present</p> <ul style="list-style-type: none"> Guiding the strategic direction and product positioning of PaymentExpress within our current and future market segments <p>Executive Director of E-Payments January 2018 – November 2018</p> <ul style="list-style-type: none"> Managing the PaymentExpress platform <p>Product Manager January 2010 – December 2017</p> <ul style="list-style-type: none"> Served as Product Manager for PaymentExpress, Grant Street Group's electronic payment service <p>Project Manager September 2009 – December 2009</p>

	<ul style="list-style-type: none"> Served as Project Manager to launch Grant Street's newest product, an electronic payments platform called PaymentExpress <p>Credit Suisse May 2005 – March 2009 Product Controller</p> <ul style="list-style-type: none"> Product Controller and analyst for Structured Notes <p>National Australia Bank September 2003 – May 2005 Financial Analyst</p> <ul style="list-style-type: none"> Modeling and analyzing credit derivatives <p>Alstom Power July 2000 – July 2001 Control Analyst</p> <ul style="list-style-type: none"> A Control Analyst at Alstom's Research and Technology Center, focusing on control systems for aircraft engines and high pressure environments
<p>Related Experience and Projects</p>	<p>Phil has served as Product Advisor and Strategist for every PaymentExpress implementation since 2009. Notable projects Phil has worked on include:</p> <ul style="list-style-type: none"> New Mexico Department of Taxation and Revenue Ohio Bureau of Motor Vehicles Fort Bend County, Texas Broward County, Florida Records, Taxes, and Treasury Division Sacramento County, California San Bernardino County, California
<p>Client Reference #1</p>	<p>Ohio Department of Public Safety Keith Albert, Chief, IT Governance/PMO (614) 995-1735 kalbert@dps.ohio.gov</p>
<p>Client Reference #2</p>	<p>New Mexico Department of Taxation and Revenue Mike Baca, Chief Information Officer (505) 670-6535 mike.baca@tax.nm.gov</p>
<p>Client Reference #3</p>	<p>Sacramento County, California Peter Aw-Yang, Senior Accounting Manager, Treasury Division (916) 874-8252 aw-yang@saccounty.net</p>

	<h2 style="color: #0070C0;">Craig Phillips</h2> <h3>Client Relationship and Business Development Manager</h3>
<p>Education</p>	<p>Florida State University <i>Bachelor of Science, Finance and Multinational Business Operations</i></p>
<p>Employment History</p>	<p>Grant Street Group Client Relationship and Business Development Manager 2013 – Present</p> <ul style="list-style-type: none"> ● Cultivate and maintain long-term relationships with clients by consistently understanding their evolving needs and proactively identifying opportunities to introduce new services and software features. ● Proactively address critical client issues by coordinating closely with internal teams to resolve issues and minimize disruptions to client operations. ● Collaborate cross-team (product, operations, and support) to optimize Grant Street’s software support and ensure alignment between client needs and new software design features. ● Monitor Grant Street’s client support performance, identifying areas for improvement, and recommending new feature enhancements that strengthen client partnerships. ● Actively represent Grant Street at industry conferences identifying market trends and new business opportunities. ● Actively represent Grant Street at industry conferences by engaging with clients and prospects to gather valuable insights that inform product development strategy. ● Lead contract negotiations and renewals, working with clients and Grant Street senior leadership to secure mutually beneficial terms leading to long-term client partnerships. <p>Business Analyst - TaxSys 2012 – 2013</p> <ul style="list-style-type: none"> ● Provided system support by clearly documenting support issues and facilitating clear communication between end-users and development teams. ● Participated in system testing of newly developed features and services with a focus on end-user operability and system performance. ● Mentored new business analysts by providing guidance on best practices, process documentation, and requirements gathering techniques to ensure high quality interactions when engaging with clients.
<p>Related Experience and Projects</p>	<ul style="list-style-type: none"> ● Over 13 years experience providing high-level client support and relationship management to over 30 clients. ● Worked with the PaymentExpress Implementation team to expedite Fort Bend County TAC’s request to integrate with their delinquent tax collection partner. A project that was a high priority for the TAC. ● Through collaboration with clients, identified the need for PaymentLinks - Grant Street’s upcoming ad-hoc payment creation feature, which Fort Bend has voiced a high-level of interest in.

	<ul style="list-style-type: none"> Understands the importance of the high uptime required for point of sale terminals, consistently making sure that Grant Street's point of sale devices operate reliably and provide the latest in payment technology.
Client Reference #1	<p>Hillsborough County Tax Collector, Florida Nancy Millan, Tax Collector (813) 612-6762 millan@hillstax.org</p>
Client Reference #2	<p>Flagler County Tax Collector, Florida Shelly Edmonson, Tax Collector (386) 313-4160 sedmonson@flaglertax.com</p>
Client Reference #3	<p>Alachua County Tax Collector, Florida John Power, Tax Collector (352) 337-6230 johnpower@alachuacollector.com</p>

	<h2 style="color: #0070C0;">Kelly Policicchio</h2> <h3>Relationship Manager</h3>
<p>Education</p>	<p>West Virginia University <i>Bachelor of Science, Electrical Engineering</i></p>
<p>Employment History</p>	<p>Grant Street Group Relationship Manager - PaymentExpress 2024 – Present</p> <ul style="list-style-type: none"> ● Foster and sustain long-term client relationships by consistently understanding their changing needs and proactively identifying opportunities to offer new services and software features. ● Proactively address urgent client concerns and enhance support by collaborating with cross-functional teams (product, operations, and support) to resolve issues, minimize operational impact, and ensure alignment with client needs and future software features. ● Represent Grant Street at industry events by engaging with clients and prospects to gather feedback, and identifying business growth opportunities that inform the company’s product development strategy. <p>Grant Street Group Business Analyst 2020 – 2024</p> <ul style="list-style-type: none"> ● Contributed to both the Point of Sale and Funding teams as well as acting as a Compliance Analyst. <p>Global Payment Systems Senior Manager, Servicing Operations 2017 – 2019</p> <ul style="list-style-type: none"> ● Promoted to position in charge of a 29-member team in Pennsylvania and North Carolina as a strategic planner and leader of payment processing for loan entitlement forms in addition to Federal Student Aid (FSA) program management. ● Managed all aspects of production processing within processing and servicing metrics, including paperwork processing, support ticket management, and weekly/monthly reporting. <p>Global Payment Systems Program Manager 2015 – 2017</p> <ul style="list-style-type: none"> ● Directed operations for the Department of Education’s Perkins portfolio to align performance with metric and strategic goals for call centers, finance, and operations. ● Oversaw audits, troubleshooting compliance, and 1098-T processing for commercial clients using Heartland ECSI. ● Liaised with cross-functional teams, performed technical troubleshooting, and tracked operational issues on bimonthly service calls. ● Developed work flows and continuous process improvements, gathered requirements, and provided data-driven reporting and feedback. ● Oversight of project action items, communications, and database migrations for integrating entities. ● Established the first project plan for HR Integrations at UPMC that fostered inter-department collaboration and eliminated re-work caused by communication breakdowns. ● Coordinated a leader day for 250+ leaders at UPMC Susquehanna to welcome the entity to UPMC.

	<p>Global Payment Systems Business/Quality Analyst 2013 – 2015</p> <ul style="list-style-type: none"> • Oversaw planning and execution of Quality Assurance testing for Perkins Loans as a key collaborator with operations staff to ensure SLA and federal standards compliance. • Supported IT staff with creation and verification of secure environments for loan processing, obtained government clearances, and led a team of QA contractors in multiple projects. • Trained and mentored staff regarding portfolio processing tasks and request processing. <p>Dick’s Sporting Goods eCommerce Quality Analyst 2013 – 2013</p> <ul style="list-style-type: none"> • Managed the development and execution of test plans for key website features in this contractual/short-term role focused on the Dick’s Sporting Goods and Golf Galaxy web/mobile sites. <p>Global Payment Systems Business/Quality Analyst 2011 – 2013</p> <ul style="list-style-type: none"> • Effectively oversaw definition of customer requirements and test plan development for custom web-based loan servicing software, including quality assurance project planning, test planning, and cross-functional collaboration with IT and technical staff. • Led planning for migration from on-site server to an updated data center, conversion to loan management software, and development of new environments. <p>Additional Experience: Product Marketing Engineer/Product Manager – DYNAVOX (MAYER-JOHNSON) Software Test Engineer – DYNAVOX (MAYER-JOHNSON) Technical Support Representative – DYNAVOX (MAYER-JOHNSON)</p>
<p>Related Experience and Projects</p>	<ul style="list-style-type: none"> • Participated in Williamson’s PaymentExpress implementation including attending in-person go-live activities • Coordinated initial project request from Fort Bend and participated in project calls for the kiosk and Linebarger integration projects
<p>Client Reference #1</p>	<p>Charleston County, South Carolina Paige Anthony, Deputy Treasurer, Charleston County Treasurers Office (843) 958-4362 PAnthony@charlestoncounty.org</p>
<p>Client Reference #2</p>	<p>Douglas County, Nebraska Amy Wyman, Senior Manager, Customer Information & Tax (402) 444-4986 amy.wyman@douglascounty-ne.gov</p>
<p>Client Reference #3</p>	<p>Jefferson County, Alabama Wesley “Scott” Moore, Director of Revenue, Jefferson County Commission (205) 731-2943 moorew@jccal.org</p>

	<h2>Graham Bartlett</h2>
Proposed Role	<p style="text-align: center;">Software Support Manager Pittsburgh, PA</p> <p>Graham is responsible for customer (end user) and client support across our e-payment client base. His role involves providing end user operational and technical support and knowledge sharing applications for Grant Street's suite of e-payment and tax-related software products. He also manages staff who handle phone and email inquiries, serves as a testing resource, and produces administrative, reference, and user guides.</p>
Education	<p>University of Lancaster 1982 <i>Bachelor of Arts, English Literature</i></p>
Employment History	<p>Grant Street Group September 2006 – Present Software Support Engineer</p> <ul style="list-style-type: none"> • Manages the Software Support Team, responsible for providing customer service for several products including TaxSys, LienAuction, LienExpress, ClerkAuction, DeedAuction, DeedExpress, PaymentExpress, RenewExpress, and EscrowExpress • Projects include an electronic card payment processing contract for the Ohio Bureau of Motor Vehicles and Sacramento County, CA <p>Sotheby's Fine Art Auctioneers 2005 – 2006 Project Consultant/Analyst</p> <ul style="list-style-type: none"> • Worked on business development/marketing project to develop and deploy a new in-house CRM system with unified customer information spanning multiple international offices <p>Bartlett Cepullio 2002 – 2004 Co-founder</p> <ul style="list-style-type: none"> • A fine art appraisals and inventory company based in London which utilized the services of a pool of independent experts to catalogue and provide insurance valuations for private and corporate art collections <p>Sothebys.com 1999 – 2002 Vice President of Administration</p> <ul style="list-style-type: none"> • Responsible for the development and deployment of support systems for Sotheby's online auction operations <p>Sotheby's Fine Art Auctioneers 1984 – 1999 Various roles including Business Systems Manager, Divisional Business Manager, Auction Administration & Support Lead</p> <ul style="list-style-type: none"> • In his last role as Business Systems Manager, Graham was responsible for supervising large, complicated IT projects involving employees from disparate disciplines • His previous roles included budgeting and forecasting for different Divisions comprising multiple departments of similar expert disciplines

	<ul style="list-style-type: none"> As Auction Administration & Support lead, Graham was head of several teams that handled all aspects of sale administration and customer records, and he dealt with sale related inquiries
Related Experience and Projects	<p>Notable e-payment projects:</p> <ul style="list-style-type: none"> Hillsborough County, Florida Tax Collector Ohio Bureau of Motor Vehicles Collier County, Florida Tax Collector
Client Reference #1	<p>Volusia County Tax Collector, Florida Will Roberts, Tax Collector (386) 626-6661 wroberts@volusia.org</p>
Client Reference #2	<p>Sacramento County, California Peter Aw-Yang, Senior Accounting Manager, Treasury Division (916) 874-8252 aw-yang@saccounty.net</p>
Client Reference #3	<p>Charleston County, South Carolina Paige Anthony, Deputy Treasurer (843) 958-4362 PAnthony@charlestoncounty.org</p>

	<h2 style="color: #0070C0;">Julia Kohles</h2> <p>Product Manager</p>
<p>Education</p>	<p>University of Sioux Falls 2020 <i>Master of Business Administration</i></p> <p>Grand Canyon University 2019 <i>Bachelor of Science, Accounting</i></p>
<p>Employment History</p>	<p>Grant Street Group May 2019 – Present Product Manager</p> <ul style="list-style-type: none"> ● Responsible for understanding the market including current customers serving the product vision and ● Works with with Product Owners to devise a roadmap and cohesive and proactive product strategy, considering multiple inputs (technology, relationship management, market/competitor intelligence) ● Understands the business and technical implications of decisions related to product strategy and makes appropriate tradeoffs in terms of complexity, depth, and timelines to best advance the product vision <p>Mister Car Wash October 2018 – May 2019 Data Analyst, Payroll</p> <ul style="list-style-type: none"> ● Analyzed, manipulated, and imported payroll data and reports for processing of two bi-weekly payrolls for 8,000+ employees ● Designed and performed audits based on criteria laid out by management ● Built plans for optimization of multiple processes, saving the department labor hours and reducing mistakes ● Provided assistance to all employees, internal customers, and stakeholders ● Resolved problems, complaints, and inquiries in a timely manner ● Ensured compliance with all compensation and tax regulations ● Created a guide for implementation of new timekeeping hardware and software components <p>DeBenedetti & Co. January 2017 – October 2018 Administrative Accountant</p> <ul style="list-style-type: none"> ● Oversaw the day-to-day processing of 30 payrolls including verifying timecards, computing of pay in the accounting system, payroll tax preparation, calculation of deductions and paid sick leave/paid time off in accordance with FLSA and state law ● Maintained, processed, and recorded the accounts payable function for numerous clients, including coding, data entry, and generating checks ● Performed monthly bank reconciliation for 5 bookkeeping clients ● Prepared state and federal income tax returns for clients ● Primary point of contact for client-firm interaction ● Trusted to work independently from home office on regular basis

	<p>US Bank January 2016 – August 2016</p> <p>Personal Banker</p> <ul style="list-style-type: none"> • Executed complex transactions with accuracy • Supported and trained two new employees on operational procedures in line with bank policy and federal law • Coordinated daily cash reconciliations with 100% accuracy throughout employment at the bank • Maintained and built customer relationships, resulting in recognition by the company for outstanding customer service.
Related Experience and Projects	<p>Julia is the product manager responsible for PaymentExpress. Julia is responsible for creating the product strategy for PaymentExpress, including future enhancements and roadmapping. She also assists the team in executing the roadmap.</p> <p>Notable e-payment projects:</p> <ul style="list-style-type: none"> • Project lead responsible for ensuring the delivery of a quality solution that meets customers' needs for: <ul style="list-style-type: none"> ○ Integration with Ingenico Lane Series Hardware ○ Development of E-Check Validation Service ○ Creation of DMV Signature Capture Solution • Provided product guidance and management for the delivery of unique solutions for various new clients and departments: <ul style="list-style-type: none"> ○ Washington Department of Revenue ○ Georgia Department of Revenue ○ Lancaster County, Nebraska ○ Ohio Department of Public Safety
Client Reference #1	<p>Ohio Department of Public Safety</p> <p>Keith Albert, Chief, IT Governance/PMO (614) 995-1735 kalbert@dps.ohio.gov</p>
Client Reference #2	<p>Washington Department of Revenue</p> <p>Sandi Fairchild, Chief Financial Officer (360) 704.5763 sandif@dor.wa.gov</p>
Client Reference #3	<p>Sacramento County, California</p> <p>Peter Aw-Yang, Senior Accounting Manager, Treasury Division (916) 874-8252 aw-yang@sacounty.net</p>

	<h2 style="color: #0070C0;">Nick Fernandez</h2> <h3>Director of Operations</h3>
<p>Education</p>	<p>New York University <i>Ph.D. in Jazz History and Composition</i></p> <p>Manhattan School of Music <i>Master's of Music in Jazz Composition</i></p> <p>Rowan University Bachelor's of Music in Jazz Studies</p>
<p>Employment History</p>	<p>Grant Street Group 2014 – Present</p> <p>Operations Manager – PaymentExpress 2023 - Present</p> <ul style="list-style-type: none"> ● Lead 60-person business analyst team. ● Ensure the team is performing excellently by working with Operation Managers training initiatives, regular feedback sessions, and yearly performance reviews. ● Yearly budgeting, travel and event planning, including yearly onsite. <p>Client Delivery Manager – TaxSys 2021 – 2023</p> <ul style="list-style-type: none"> ● Devised and implemented organization changes to address changing client and product needs. ● Escalation point for client needs and issues. ● Responsible for the annual User Group Meeting with 200 client attendees. <p>Product Manager - TaxSys 2017 – 2021</p> <ul style="list-style-type: none"> ● Drove alignment between relationship management, support, and development teams by maintaining the product roadmap and serving as the voice of the customer ● Led a team of six product managers, each overseeing an agile development team. ● Set and communicated annual objectives and strategic goals for a 120-person business unit. ● Collaborated with other Product Managers on company objectives and strategy. ● Led design for major initiatives. ● Organized and delivered content for multi-day onsite demos to prospective clients. ● Oversaw RFP responses for prospective clients. <p>Release Manager and Business Analyst Team Lead 2015 – 2016</p> <ul style="list-style-type: none"> ● Owned backlog prioritization for 15-person team of business analysts and developers. ● Owned quarterly Objectives and Key Results (OKR) planning. ● Oversaw development, testing, client communication, and change management. ● Led cross-company agile transformation. ● Ran sprint planning, release retrospective, and backlog grooming / prioritization meetings. <p>Business Analyst - TaxSys 2014</p> <ul style="list-style-type: none"> ● Interacted daily with clients through onsite visits, phone calls, and ticketing system. ● User story writing, business requirements gathering, and testing.

	<ul style="list-style-type: none"> Owned business process implementation for new clients in Accounting, Finance, and Property Tax.
Related Experience and Projects	<p>Implementations</p> <ul style="list-style-type: none"> Georgia DRIVES 2023 Hillsborough County Tax Collector, Florida 2015 Nassau County Tax Collector, Florida 2014 <p>Primary Subject Matter Expert (SME):</p> <ul style="list-style-type: none"> Miami-Dade County Tax Collector Accounting, Florida Brevard County Tax Collector Accounting, Florida Osceola County Tax Collector Tourist Tax, Florida
Client Reference #1	<p>Miami-Dade County, Florida Cesar Flores, Business Initiatives Manager (305) 375-1938 floresc@miamidade.gov</p>
Client Reference #2	<p>Hillsborough County, Florida Saul Cotto, Accounting Manager (813) 635-5214 cotto@hillstax.org</p>
Client Reference #3	<p>Brevard County, Florida Lisa Cullen, Tax Collector (321) 264-6902 lisa.cullen@brevardtc.com</p>

	<h2 style="color: #0070C0;">Bryan Box</h2> <h3>Local Relationship Manager / Solutions Architect</h3>
Education	University of Dallas, Irving, Texas <i>Bachelor of Arts, Business</i>
Employment History	<p>Grant Street Group June 2022 – Present Solutions Architect- PaymentExpress 2024 - Present</p> <ul style="list-style-type: none"> Leads delivery of software implementation and engages in interface and solution design at the beginning of the implementation. <p>Business Analyst 2022 - 2023</p> <ul style="list-style-type: none"> Lead development of business processes, training, and integration testing. They ensure adherence to project management processes, and lead product testing. <p>Gateway First Bank, Dallas June 2020 – June 2022 Vendor Management</p> <ul style="list-style-type: none"> Create a comprehensive financial report for Gateway First Bank's spending from 2019 through 2021. Create monthly reports concerning contract and SOC reports for the Gateway's 250 plus vendors. Reanalyze after each monthly addition for updates that are delivered to the CFO Implement a Key Performance Indicator system for Gateway First Bank, which is used by each department. Streamline the financial analysis from accounts payable and company credit card spending. Collaborate with Gateway's vendors to implement contracts, establish prices, and overview services from the vendors. Complete lease abstractions for the leasing department using SpaceBase.
Related Experience and Projects	Implementations <ul style="list-style-type: none"> Commonwealth of Massachusetts Williamson County, Texas
Client Reference #1	Commonwealth of Massachusetts Pat Davis, E-Commerce Coordinator (617) 973-2332 Patricia.Davis@mass.gov
Client Reference #2	Williamson County, Texas Cathy Atkinson, Accounting Manager (512) 948-9848 catkinson@wilco.org

	<h2 style="color: #0070C0;">Erika Davin</h2> <h3>Payments Implementations Lead/Solution Architect</h3>
<p>Education</p>	<p>St. Lawrence University September 2009 – May 2013 <i>Bachelor of Arts i. Anthropology, cum laude</i></p>
<p>Employment History</p>	<p>Grant Street Group August 2020 – Present Payments Implementation Lead & Solution Architect</p> <ul style="list-style-type: none"> ● Interfaces directly with the client, alongside the project Business Analysts, to negotiate the solution ● Ensures that the new solution fits into the existing architecture of products from a technical, business, user, and other perspectives ● Contributes a long-term view of the best solution that provides strategic growth for the products involved in the implementation ● Cooperates with all the teams involved, requiring knowledge of how every product and service works within the architecture ● Delivers diagrams or other visualizations to assist with the solution negotiation process both internally and externally ● Works with Business Analysts to create actionable tasks to achieve successful implementation of the solution ● Works alongside Product Managers and Product Leads to contribute to speccing, planning, and overseeing development of software solutions <p>WhyHotel November 2019 – April 2020 Project Manager: Go-Live & Wind-Down Operations</p> <ul style="list-style-type: none"> ● Responsible for all operations leading up to the opening of, and transitions out of pop-up hotels in newly built luxury residential buildings ● Created the Project Management tools, project timelines and communication standards for the Go-Live & Wind-Down team ● Responsible for three concurrent on-time Go-Live and/or Wind Down projects at any given time ● Managed relationships with all third-party vendors for pop-up hotels ● Diligently tracked and managed costs to remain 10% under budget for all projects ● Managed Project Coordinators to handle onsite day to day opening operations <p>Commonwealth Joe Coffee Roasters Production & Construction Manager September 2017 – November 2019</p> <ul style="list-style-type: none"> ● Developed, implemented, and maintained all current SOPs for processes in production and warehousing ● Responsible for data analysis, and the financial performance of the production and warehousing departments ● Responsible for recruiting, training, and managing a team of 12 Production Associates & Leads ● Researched, developed, and implemented cross-functional FSMA, and recall plans across three geographic areas ● Oversaw all new construction projects, totaling over \$1.1M of capital improvement projects

	<ul style="list-style-type: none"> Supported the high growth start-up company by increasing production capacity from a \$2 million ARR business to \$6 million over a 6-month time frame <p>Retail Area Leader March 2017 - September 2017 Cafe Manager August 2016 - March 2017</p> <p>Clover Food Lab Food Truck General Manager March 2016 - August 2016 Assistant General Manager October 2015-March 2016 Assistant Manager August 2014-October 2015 Team Leader September 2013-August 2014</p>
<p>Related Experience and Projects</p>	<p>Erika provides strategic direction to the delivery of software solutions for Grant Street clients. She works closely with clients and project managers to oversee the establishment of a solution design that works well for the individual client and the products that make up the design. Erika will ensure the functionality and accuracy of third-party integrations. She is involved in analysis, design, configuration, and testing activities.</p> <p>Notable e-payment projects:</p> <p>Lead Implementation Business Analyst</p> <ul style="list-style-type: none"> Washington Department of Revenue (2021-2022) Clay County FL Tax Collector (2021) <p>Solution Architect</p> <ul style="list-style-type: none"> Georgia Department Of Revenue (2022-2024) Orange County FL Tax Collector (2023) Massachusetts Trial Courts (2022) San Mateo County, multiple departments (2022)
<p>Client Reference #1</p>	<p>Washington Department of Revenue Sandi Fairchild, Chief Financial Officer (360) 704.5763 sandif@dor.wa.gov</p>
<p>Client Reference #2</p>	<p>Clay County, Florida Tax Collector Stephanie Davis, Tax Manager (904) 529-5320 sdavis@claycountytax.com</p>
<p>Client Reference #3</p>	<p>Georgia Department of Revenue Marcel Russell, Assistant Director, Motor Vehicle Division (404) 724-7810 Marcel.Russell@dor.ga.gov</p>

	<h2 style="color: #0070C0;">Jon Smith</h2> <h3>Technology Manager</h3>
<p>Education</p>	<p>University of Pittsburgh, Pittsburgh, PA 2004-2008 <i>Bachelor of Science, Computer Science, magna cum laude</i></p>
<p>Employment History</p>	<p>Grant Street Group PaymentExpress Technology Manager 2016 – Present</p> <ul style="list-style-type: none"> ● Responsible for setting the technical vision for our payment technology, and ensuring the team executes on that vision. Provides high-level technical direction, facilitates communication between teams, builds and implements processes to increase efficiency, and holds the team accountable to high technical standards. <p>Auctions Team Lead 2010 – 2016</p> <ul style="list-style-type: none"> ● Managed a group of developers tasked with building and maintaining a wide range of applications ● Oversaw and was directly involved in numerous large projects, including the creation of several new auction platforms, the implementation of a single sign-on solution, and re-architecting an application to auction tax certificates for delinquent property in the State of Florida <p>Software Developer 2008 – 2010</p> <ul style="list-style-type: none"> ● Maintained and added features to an array of existing applications, both legacy and modern ● Built an application to open up brokerage accounts with Zions Bank, and integrated with a Fidelity API to create those accounts in real-time <p>Pittsburgh Supercomputing Center 2007 – 2008 Programmer</p> <ul style="list-style-type: none"> ● Implemented a web application to track published research articles that relied on data generated by Pittsburgh Supercomputing Center resources
<p>Related Experience and Projects</p>	<p>The PaymentExpress Technology Manager is responsible for the technology that delivers our payment services, and in managing the software development group who build and maintain it. Since joining the team in 2016, Jon has been deeply involved in all aspects of PaymentExpress technology, and overseen numerous projects related to specific implementations, new feature development, or continual improvements to our software. Jon will oversee design specifications for the State’s project during implementation and remain involved on an ongoing basis to ensure our technology continues to meet your needs into the future. Jon can be available for on-site meetings on an as-needed basis.</p> <p>Notable e-payment projects:</p> <ul style="list-style-type: none"> ● Provided technical guidance for major projects including: <ul style="list-style-type: none"> ○ Significant modernization efforts for PaymentExpress Technology, including our core payment processing APIs and Public Sites. ○ Ensuring High-Availability for our payment services

	<ul style="list-style-type: none"> ○ Simplifying integrations through a simple client-facing API, and a publicly accessible PaymentExpress Developer Portal. ○ Signature Capture and Forms Display on Payment Terminals ● Provided technical guidance for major implementations including: <ul style="list-style-type: none"> ○ New Mexico Department of Taxation and Revenue ○ Washington Department of Revenue ○ Georgia Department of Revenue ○ Sacramento County, California ○ Jefferson County, Alabama ○ Williamson County, Texas
<p>Client Reference #1</p>	<p>Ohio Department of Public Safety Keith Albert Chief, IT Governance/PMO (614) 995-1735 kalbert@dps.ohio.gov</p>
<p>Client Reference #2</p>	<p>New Mexico Department of Taxation and Revenue Mike Baca, Chief Information Officer (505) 670-6535 mike.baca@tax.nm.gov</p>
<p>Client Reference #3</p>	<p>Williamson County, Texas Larry Gaddes, Tax Assessor-Collector (512) 636-9896 lgaddes@wilco.org</p>

	<h2 style="color: #0070C0;">Chris Bissell</h2> <h3 style="color: #0070C0;">Security Network Engineer</h3>
<p>Education</p>	<p>College of America, Fort Collins, Colorado 2007 Bachelor of Science in Business Administration</p> <p>Sans Institute 2004 Firewalls, Perimeter Protection, and VPNs</p> <p>Leadership Fort Collins 2013</p> <p>Skills & Certifications</p> <ul style="list-style-type: none"> ● Juniper, Ciena, Cisco Routers/Switches ● Networking Protocols (BGP, OSPF, TCP/IP, FTP, RSTP, SNMP, VPN, 802.1q VLANs, Wireless a/b/g/n, VoIP) ● Virtualization Technologies and Concepts ● Programming and Scripting Languages (Perl, Java, Javascript, PHP, MySQL, AJAX)
<p>Employment History</p>	<p>Grant Street Group, Pittsburgh, Pennsylvania February 2015 – Present Compliance Manager</p> <ul style="list-style-type: none"> ● Manages and interacts with external auditors and internal control owners for GSG’s compliance audits: <ul style="list-style-type: none"> ○ PCI-DSS ○ SSAE18 SOC1 Type 2 SOC2 Type2 ○ NIST Assessment to 800-53 ● Architects compliance controls and participates in reviews ● Manages company wide Risk registry and Incident response reviews ● Performs annual risk assessments with various business units ● 3rd Party Vendor Risk Management <p>Network Engineer</p> <ul style="list-style-type: none"> ● Design-Build-Deploy network equipment to establish multi-datacenter layer 3 routing redundancy both internal and externally with the global Internet routing table ● Sets up and manages IPSec VPNs for remote secure access ● Integrates routing between various private/hybrid/public cloud workloads <p>Security Engineer</p> <ul style="list-style-type: none"> ● Tracks and responds to security vulnerabilities across the environment ● Manages and tests security technologies for effectiveness and ability to protect PII ● Architects security layers to best defend against likely attacks ● Coordinates annual penetration tests ● Manages SIEM data processing and enrichment, building security and monitoring dashboards <p>Front Range Internet, Inc., Fort Collins, Colorado 1995 – 2015 Chief Technical Officer 2014 - 2015</p> <ul style="list-style-type: none"> ● Designed and guided technical direction for FRII to meet company goals

	<ul style="list-style-type: none"> ● Managed product development to meet market and engineering needs and requirements ● Planned 3000 square foot datacenter expansion ● Worked with Accounting to adjust how we book items to give company clear view of profitability for all products <p>Network Architect/Director 2009 - 2013</p> <ul style="list-style-type: none"> ● Designed, planned, and tested new products and their integration with current systems ● Managed engineering team to maintain high availability network and bring new products to market ● Reviewed company processes and designed improvements to work flow to gain efficiency ● Planned and project managed datacenter facility improvements for cooling and power needs ● Setup training programs for advanced, focused, networking concepts for new staff <p>Senior Network Engineer 1999 - 2009</p> <ul style="list-style-type: none"> ● Managed and implemented a physical relocation of company datacenter with minimal downtime and established a metro wide fiber optic network ● Created numerous tools and scripts to help with various processes and increase efficiency ● Designed and implemented a multi year migration path from a simple Cisco driven network to fully redundant Juniper based statewide network ● Created a set of 'Best Common Practice' standards for all operations of the network ranging from basic management to advanced security and 'Denial Of Service' attack mitigation ● Engineered and established costs for large fiber optic customer installations ● Engineered and implemented wireless metro carrier class wireless mesh network <p>Network Engineer 1996 - 1999</p> <ul style="list-style-type: none"> ● Planned network bandwidth capacity upgrades ● Setup and managed dedicated customer circuits from T1's, Frame Relay, and ATM DS3's and Fiber Ethernet <p>Technical Support Agent 1995 - 1996</p>
<p>Related Experience and Projects</p>	<p>Chris joined Grant Street Group in February 2015 as a Security Network Engineer. He brings with him 20 years of experience managing the IT and compliance needs of a privately owned service provider. He has built, designed, and maintained numerous data centers and network migrations utilizing Cisco and Juniper carrier grade equipment. Chris is an accomplished, seasoned technology officer with proven success in network management, planning, and design.</p> <ul style="list-style-type: none"> ● Established Grant Street originated public IPv4 networks and BGP redundancy to upstream carriers. ● Migrated 39 fully redundant IPSec tunnels to FIPS-140-2 compliant configurations ● Instituted dynamic routing for seamless failover between multiple datacenters ● Deployed global WAF solution to protect sites from malicious attack ● Architect audit requirements into the development of new environments to ensure full compliance of security controls
	<p>As Security Network Engineer, Chris plays a crucial role in supporting all clients by ensuring the integrity and security of our systems. This position is not client-facing and therefore does not involve direct client interactions or references.</p>

Additional Grant Street Team Involvement

PaymentExpress Business Analysts	PaymentExpress Software Developers	PaymentExpress Solution Architects
<p>Our team of Business Analysts manage client implementations, provide input to software design, facilitate system testing, and provide client support for PaymentExpress.</p>	<p>Our team of Software Developers is responsible for the system architecture, programming, and delivery of fully tested functional modules and enhancements, translating business requirements and functional specifications into design specifications, bug resolution, issues management, and task management. They work closely with the Product Manager and Business Analysts daily to ensure we meet your needs in a timely and efficient manner.</p>	<p>Our team of Solution Architects work closely with our clients, alongside Project Managers, to oversee the establishment of a solution design that works well for the individual client and for the products that make up the design. This involves coordinating with pertinent Technology and Product Managers to make decisions as the solution is determined between Grant Street, the client, and third parties.</p>
<p>Project Advisors</p>		
<p>Ian Yorty, Chief Business Development Officer will guide contract negotiations and monitor Grant Street's ongoing commitment to complete client satisfaction.</p> <p>Fred Burnette, Chief Operating Officer has senior management responsibility for the performance, implementation, and maintenance of all Grant Street product lines. He will assume primary responsibility for the performance of Grant Street's staff assigned to your project team.</p> <p>Pierre Denis, Chief Technology Officer has senior management responsibility for the software development and IT infrastructure for supporting all of Grant Street applications, including PaymentExpress, TaxSys tax collection and billing, and financial auction platforms.</p>		

Required Forms

Credit Card Processing Services



Tab 5: Required Forms

Please see the required forms on the following pages:

- Vendor Information Form
- Addendum Acknowledgement Form
- Texas Form 1295
- State Law Requirements for Contracts
- Proof of Insurance
- W9 Form
- Tax Form/Debt/Residence Certification
- Texas Comptroller Taxable Entity Registration
- SAM.gov Registration

Vendor Information Form



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Grant Street Group, Inc.		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 28
Federal ID # or S.S. #	23-2900536	SAM.gov Unique Entity ID #	GFFSKJZU3MU4
SAM.gov CAGE / NCAGE	4CHT2		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	Grant Street Group, Inc. PO Box 536231		
City/State/Zip	Pittsburgh, PA 15253-5904		
Physical Address	339 Sixth Avenue, Suite 1400		
City/State/Zip	Pittsburgh, PA 15222		
Phone Number	(412) 391-5555		
E-mail	RFPs@GrantStreet.com		
Contact Person	Phil Runyard, Chief Strategist, Payments		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	Cert Date _____ Exp Date _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/>
NAICs codes (Please enter all that apply)	518210; 522320; 541511; 541512		
Signature of Authorized Representative			
Printed Name	Ian Yorty		
Title	Chief Business Development Officer		
Date	April 4, 2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Addendum Acknowledgement



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Brooke Lindemann
Interim Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 2, 2025

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 25-049 – Credit Card Services for Fort Bend County Tax Assessor-Collector

Addendum 1:

Attached is Addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include submission due date extension to April 15, 2025, Section 4.1 and Section 8.0.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Melissa Stavinoha at Melissa.Stavinoha@fortbendcountytexas.gov

Grant Street Group

Company Name

Susanne Meyer

Signature of person receiving addendum

April 3, 2025

Date

If you have any questions, please contact this office.

Sincerely,
Melissa Stavinoha
Melissa Stavinoha
Senior Buyer

301 Jackson, Suite 201 · Richmond, TX 77469

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Brooke Lindemann
Interim Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 9, 2025

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County RFP 25-049 – Credit Card Services for Fort Bend County Tax Assessor-Collector

Addendum 2:

Attached is Addendum 2. Vendors are to utilize Addendum 2 document while preparing their solicitation response. Changes include Q&A# 1, PDF of transactions type breakdown, Kiosk Brochure, Section 29.12, 29.13 and Exhibit I. Submission due date has been extended to April 22, 2025.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Melissa Stavinoha at Melissa.Stavinoha@fortbendcountytexas.gov

Grant Street Group

Company Name

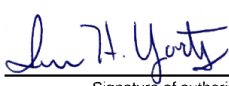
Susanne Morgan _____ April 14, 2025
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,
Melissa Stavinoha
Melissa Stavinoha
Senior Buyer

301 Jackson, Suite 201 · Richmond, TX 77469

Texas Form 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295			
		1 of 1			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Grant Street Group Pittsburgh, PA United States	Certificate Number: 2025-1289646				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Fort Bend County Tax Assessor-Collector	Date Filed: 04/01/2025				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. RFP 25-049 Credit Card Processing Services					
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)		
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> </table>	Controlling	Intermediary
Controlling	Intermediary				
	Harrington, Myles	Pittsburgh, PA United States	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">X</td> <td style="width: 50%;"></td> </tr> </table>	X	
X					
	Veres, Daniel	Pittsburgh, PA United States	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">X</td> <td style="width: 50%;"></td> </tr> </table>	X	
X					
5 Check only if there is NO Interested Party. <input type="checkbox"/>					
6 UNSWORN DECLARATION My name is <u>Ian Yorty</u> , and my date of birth is <u>3/23/1969</u> . My address is <u>339 Sixth Avenue, Suite 1400</u> , <u>Pittsburgh</u> , <u>PA</u> <u>15222</u> <u>USA</u> <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Allegheny</u> County, State of <u>Pennsylvania</u> , on the <u>1st</u> day of <u>April</u> , 20 <u>25</u> . <small>(month) (year)</small> <div style="text-align: center; margin-top: 10px;">  _____ Signature of authorized agent of contracting business entity (Declarant) </div>					

State Law Requirements for Contracts

26.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Acknowledged.

26.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Acknowledged. Grant Street Group does not appear on any of the Divestment Statute Lists maintained by the Texas Comptroller.

Proof of Insurance



GRANSTR-26

CEISENREICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2024

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 have ADDITIONAL INSURED provisions or 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 License # 60236 HUB International Three Rivers 210 Sixth Avenue 30th Floor Pittsburgh, PA 15222	CONTACT NAME: Christine Eisenreich PHONE (A/C, No, Ext): (412) 992-2801 E-MAIL ADDRESS: christine.eisenreich@hubinternational.com FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE INSURER A : National Fire Insurance Company of Hartford 20478 INSURER B : Valley Forge Insurance Company 20508 INSURER C : The Continental Insurance Company 35289 INSURER D : ACE American Insurance Company 22667 INSURER E : Admiral Insurance Company 24856 INSURER F :	NAIC #
INSURED Grant Street Group Inc. 339 Sixth Avenue, Suite 1400 Pittsburgh, PA 15222	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	7018708714	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7018708700	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		7018708728	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 7018708681	6/15/2024	6/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O/Cyber			D95258608	6/15/2024	6/15/2025	Retention \$150,000
E	ExcessTech E&O/Cyber			XE00000849-03	6/15/2024	6/15/2025	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crime Coverage Policy #8259-7339 Carrier: Federal insurance Company
 Policy Period: 6-15-2024 to 6-15-2025
 Limit: \$5,000,000 /Retention \$100,000 (Client Coverage Retention \$250,000)

Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage, except for Workers' Compensation, as per written agreement with the Insured, as their interests pay appear, subject to the terms and conditions of the policy. All Liability policies including Workers' Compensation written on behalf of Grant Street shall contain a waiver of subrogation in favor of County and members of Commissioners Court. Thirty (30) days prior written notice to County is granted, except for Non-Payment of Premium, which is Ten (10) days.

CERTIFICATE HOLDER Fort Bend County Tax Assessor/Collector 1317 Eugene Heimann Cir. Richmond, TX 77469	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 (2016/03)

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W-9

Form W-9

(Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Form fields 1-7: Name of entity (Grant Street Group Inc), Business name, Tax classification (S corporation), Exemptions, Address (339 Sixth Avenue, Suite 1400), City (Pittsburgh, PA 15222), and Account numbers.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number and Employer identification number (23-2900536) input fields.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person (Bryan B. Davis) and Date (03/31/2025)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form


An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Texas Comptroller Taxable Entity Registration

Franchise Tax Details ✕

Franchise Search Results

Public Information Report



As of : 03/28/2025 12:23:58

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must [obtain a certificate](#) specific to that purpose.

GRANT STREET GROUP, INC.	
Texas Taxpayer Number	12329005362
Mailing Address	339 6TH AVE STE 1400 PITTSBURGH, PA 15222-2507
? Right to Transact Business in Texas	ACTIVE
State of Formation	PA
SOS Registration Status <small>(SOS status updated each business day)</small>	ACTIVE
Effective SOS Registration Date	02/12/2021
Texas SOS File Number	0803938172
Registered Agent Name	COGENCY GLOBAL INC.
Registered Office Street Address	1601 ELM STREET, SUITE 4360 DALLAS, TX 75201

SAM.gov Registration

Information

GRANT STREET GROUP INC ● Active Registration

Unique Entity ID
GFFSKJZU3MU4

Your registration was activated on 2024-08-13. It expires on 2025-08-09, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.



Validate Entity
Completed



Get Unique Entity ID
Completed



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed

Exceptions to the RFP

Section 8. Assignment

We respectfully request the County to add the below underline text to **Section 8. Assignment**.

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court, such approval not to be unreasonably withheld. Notwithstanding the foregoing, Respondent may assign the contract in its entirety, without approval, to: (i) a corporate affiliate or in connection with a merger, acquisition, corporate reorganization; (ii) its successor by sale of all or substantially all of its stock or assets; or (iii) any successor to the applicable business operations of Respondent.

EXHIBIT C

Fees for Credit Card Processing Services

Tab 2: Fees

Exhibit I: Fees

On-Line Credit*	2.29% _____ per transaction
	\$2.75 _____ minimum transaction fee
Face to Face Pin Debit	0.00% _____ per transaction
	\$2.75 _____ minimum transaction fee
Face to Face Credit	2.29% _____ per transaction
	\$2.75 _____ minimum transaction fee
E-Check Validation	0.00% _____ per transaction
	\$0.25 _____ minimum transaction fee
On-Line International Credit and Debit**	3.95% _____ per transaction
	\$2.75 _____ minimum transaction fee
On-Line Commercial Credit and Debit**	3.95% _____ per transaction
	\$2.75 _____ minimum transaction fee
Settlement time for E-check***	48 _____ hours
Settlement time for Credit Cards***	48 _____ hours

* PayPal, Venmo, Apple Pay for web, and Google Pay for web will also be at this rate.

** International and commercial card payments via in-person and kiosk channels will be charged at the 2.29% (\$2.75 minimum) rate - i.e., international and commercial rates only apply to online transactions.

*** As described in section 29.2 deposits can be as soon as 48 hours after payment depending on the funding model selected by the County.

Alternative Pricing Schedule

On-Line Credit*	2.09 _____ % per transaction
	\$2.75 _____ minimum transaction fee
Face to Face Pin Debit	2.09% _____ per transaction
	\$2.75 _____ minimum transaction fee
Face to Face Credit	2.09% _____ per transaction
	\$2.75 _____ minimum transaction fee

E-Check Validation	0.00% _____ per transaction
	\$0.25 _____ minimum transaction fee

Under this pricing alternative, in order to achieve the lowest possible overall rate, Face to Face Pin Debit will be charged at the “credit” rate, and international, commercial and American Express cards will not be accepted online.

Settlement time for E-check**	48 _____ hours
Settlement time for Credit Cards**	48 _____ hours

* PayPal, Venmo, Apple Pay for web, and Google Pay for web will also be at this rate.

** As described in section 29.2 deposits can be as soon as 48 hours after payment depending on the funding model selected by the County.

Zero Cost Solution

Under both the main pricing proposal and the alternative pricing proposal, this is a zero cost solution to the County. There are no fees or costs to the County for POS equipment (retails at about \$500 a device), chargebacks, e-check returns, software, reporting, or any other aspect of our service outside of the fees laid out above.

Pricing for Optional Services

Grant Street continues to create innovative payment solutions, and we will make them available to the County.

Payment Links

This is an efficient invoicing method to collect funds from payers remotely via text message and email. We would provide this service to the County at no cost, apart from the standard payment transaction fees (service fees).

See the Executive Summary for more information on Payment Links.

Online Banking E-checks

This new pioneering e-check service will reduce returns by allowing a real-time funds availability lookup at the time of payment - materially reducing returns due to NSF's and other reasons.

- Service fee (payer funded): \$1.50
- Absorbed fee (County funded): \$0.95

EXHIBIT D

Additional Terms and Conditions

**EXHIBIT D - FORT BEND E-PAYMENT SERVICES ADDITIONAL
TERMS AND CONDITIONS**

- 1. PaymentExpress Service. [Addressed in Agreement]**
- 2. Termination. [Addressed in Agreement]**
- 3. Processing of E-payments/Charges/Fees. [Addressed in Agreement]**
- 4. Equipment. [Addressed in Agreement]**
- 5. County Responsibilities.**

County's responsibilities under the Agreement include:

- a. Installing, maintaining, repairing, and replacing all required communication networks and related equipment and services necessary to support Electronic Payment Services, including, without limitation, POS Devices as set forth in Section 4 above;
- b. Assuring the ongoing security/integrity of all equipment used to process transactions, including, without limitation, POS Devices;
- c. Fraudulent use of POS Devices, including, but not limited to, physical or electronic tampering with such POS Devices, while in possession of County;
- d. Informing Payors of the option to make payments through Electronic Payment Services, including by displaying a notice of such option on the bills issued to Payors;
- e. Immediately notifying Grant Street of any suspected, alleged, or confirmed occurrence that could result, directly or indirectly, in the unauthorized access to, or disclosure of, card account data ("Compromised Data Event"), regardless of the source, including any County third party suppliers;
- f. Upon County suspected or actual discovery of a Compromised Data Event, County shall not alter or destroy any related records, and shall maintain complete and accurate documentation regarding any modifications made to such records. In order to safeguard payor information and data, Grant Street reserves the right to discontinue processing Card payments related to the Compromised Data Event;
- g. In the event of a Compromised Data Event, Grant Street, Bank, or Associations, may engage a forensic investigator approved by an Association. County shall cooperate with the forensic investigator so that it may immediately conduct an examination of County equipment, systems, County and County's third party supplier's procedures and records, and issue a

written report of its findings; and

- h. County shall share with Grant Street information related to County or any Associations' investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and Grant Street may share such information with the Associations. County shall be responsible for the cost of the forensic investigator.

5.1 To the extent County comes into possession of any Card information of any Payor, County agrees it will handle such information in compliance, with all applicable standards set forth by the Payment Card Industry ("PCI") Security Standards Council, as amended by the PCI from time to time (the "PCI Standards"), as well as the requirements of Texas law, provided that if there is any requirement of Texas law that would require County to handle any Card information in a manner that conflicts with that required by the PCI Standards, County shall notify Grant Street immediately upon becoming aware of such in order that Grant Street may seek appropriate relief, which may include, without limitation, termination of the Electronic Payment Services.

5.2 With respect to any Card-based E-payment for which County will be entering data and information into the County's tax collection application, County shall enter additional information as may be required by Grant Street, the Bank, and/or the Associations from time to time. For payments with a Card received through certain channels (e.g. telephone), Grant Street may require County to enter CVV/CID values and/or Cardholder's billing address. For purposes hereof, "CVV/CID" shall mean a service, which allows County to verify Cardholders possession of a Card through the identification of unique digits on the Card, i.e., CVV (card verification value) and CID (card identification data). Grant Street may accept or reject these payments based on CVV/CID verification and/or address verification.

5.3 County must not transmit any information with respect to an E-payment that County knows, or should have known, to be fraudulent or not authorized by the Payor. County is responsible for its employees' actions in this regard.

5.4 Prohibited Transactions - Subject to any requirements under Federal or Texas law (of which County will notify Grant Street immediately upon becoming aware of any such requirement), County shall not do any of the following with respect to an E-payment:

- a. Transmit any E-payment not originated directly between County and a Payor for payment of obligations of the type permitted through Electronic Payment Services;
- b. Initiate an E-payment credit without a balance in the County's Receiving Account equal to the credit;
- c. Disburse to any Payor or third party funds received as a result of a Card E-payment in the form of cash. All transaction credits will be issued to the same Card account number as the sale; and
- d. Require a Payor to complete a postcard or similar device that includes the Card's account number, Card expiration date, signature, or any other Card account data in plain view when mailed.

Grant Street shall not have any responsibility for any losses attributable to County undertaking any of the foregoing prohibited transactions or any other transactions prohibited by Association regulations.

5.5 County agrees to cooperate with Grant Street as reasonably necessary for Grant Street to meet its contractual obligations with the Bank and third parties used in connection with Electronic Payment Services. Such cooperation shall include, without limitation, County promptly replying to Grant Street's or the Bank's request for information relating to any E-payment or Payor in connection with transactions processed in accordance with the Agreement.

5.6 With respect to any E-check for which County will be entering data, County will take measures to ensure that: (i) the information it enters into the tax application (With respect to each such £-check is accurate, is timely, has been authorized by the party whose account will be credited or debited, and (ii) the E-check is for the amount owed to County by the party whose account will be credited or debited at the payment date specified.

6. Disputed E-payments and Chargebacks.

6.1 Grant Street is not liable for chargebacks or other subsequent refusals for settlement initiated by any Payor, or any transactional fees, charges, or costs imposed by the Bank, Issuer, or other third party that may be associated therewith. All such chargebacks and/or refusal for settlement by a Payor will be credited to the Payor and County must mark in the tax application as "unpaid" all bills to which the contested payments were applied. In the event of any such chargeback and/or refusal for settlement, and the imposition of any transactional fees, charges, or costs associated therewith, County shall allow the Bank or Grant Street to debit the amount of any such chargeback, plus the amount of any associated fees, charges, or costs, from County's Receiving Account. E-payments that have been charged back and not re-presented may not be reauthorized.

7. Compliance Matters.

7.1 Grant Street and County shall comply with all applicable present and future federal, state, and local laws and regulations. Grant Street and County shall also comply with all applicable bylaws, rules, regulations, policies, and guidelines of National Automated Clearing House Association ("NACHA"), the Associations and any Issuer whose Cards are used to make E-payments in accordance with this Agreement (collectively the "Rules"). Summaries of the Associations' rules are available for merchants at www.visa.com, www.mastercard.com, www.discovernetwork.com, and www.americanexpress.com/merchantopguide (hereby incorporated into this Agreement). NACHA rules are available through www.nacha.org. Grant Street and County agree that these Electronic Payment Services shall be governed by the Associations' rules and NACHA rules, as applicable, and that any E-payment provision of the Agreement which conflicts with either set of rules, as they may be amended from time to time, shall be superseded thereby. Grant Street may, from time to time, advise County of additional rules that may become applicable.

8. Limited Warranties.

8.1 Grant Street warrants that PaymentExpress and any other electronic payment software provided by Grant Street, (collectively, "Electronic Payment Applications"), will conform to Grant

Street supplied specifications and documentation. Grant Street does not warrant that the operation of the Electronic Payment Applications will be uninterrupted or error free. As County's sole and exclusive remedy for breach of the warranties contained herein, Grant Street shall correct documented errors that are caused by a defect in the Electronic Payment Applications. For purposes of this Section, the term "defect" shall mean only material deviations from the specifications and documentation supplied by Grant Street.

8.2. The limited warranties contained in this Section shall not apply if a claimed problem is caused by: (i) the malfunction of software or applications not produced, developed, or provided by Grant Street; (ii) County's negligence or fault; (iii) County providing improper data to be processed via Electronic Payment Applications; or (iv) a "force majeure" event. If Grant Street discovers that a claimed problem is caused by one of the above, Grant Street reserves the right to charge County for its reasonable investigative and remedial efforts.

8.3. County warrants that the Electronic Payment Services provided by Grant Street pursuant to this Agreement will be used exclusively for the purpose of assisting County with E-payment transactions for the collection of collection of taxes, licenses, permits, registrations, and other related fees collected by County.

9. No Implied Warranties and Limitation of Liability.

9.1. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT, GRANT STREET MAKES NO WARRANTY, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ELECTRONIC PAYMENT APPLICATIONS OR THE SUPPORT SERVICES PROVIDED HEREUNDER, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL GRANT STREET BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, COVER, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR COMPUTER PROGRAMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WITHOUT REGARD TO THE LEGAL THEORY OF SUCH DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE ELECTRONIC PAYMENT SERVICES SOFTWARE OR THE SUPPORT SERVICES PROVIDED HEREUNDER.

9.2. The County is solely responsible for the issuance of any and all permits, licenses, and registrations paid via Electronic Payment Services and for the consummation of any other transaction (including, without limitation, the payment of taxes) conducted via Electronic Payment Services. Grant Street is not liable

- a. for any errors or omissions in data or other information provided by County and/or on-line users (including, without limitation, any Payor);
- b. any errors or omissions on the part of Payor, the Bank, Issuer, Associations, or TX DMV;

- c. the fraud, negligence, and/or intentional acts of County agents or employees;
- d. any loss or liability resulting from the denial of credit to any person or County's retention of any Card or any attempt to do so;
- e. County's failure to comply with any applicable laws, regulations, or rules, including, without limitation, any applicable rules or regulations of the Associations, PCI, NACHA, or Federal Reserve;
- f. any card-not-present transactions, unauthorized transactions, or prohibited transactions;
- g. any completed, failed, or misdirected Automated Clearing House ("ACH") entry;
- h. any loss or liability related to permits, licenses, or registrations issued or caused to be issued and paid, or other transactions (such as, without limitation, the payment of taxes) consummated or not consummated, via Electronic Payment Services; or
- i. any failure or security breach, or related fees, fines, assessments, or other penalties (which shall be County's responsibility), resulting from third party equipment (e.g. POS Devices, communication networks) or any failures of third party equipment providers to comply with the Rules as set forth in Section 7, or for any losses arising out of the use of a third party's equipment, or for actions or inaction of County's personnel, or breaches of County's network.

9.3. The Issuer, not Grant Street or the Bank, maintains information about a Payor and is responsible for authorizing or declining each E-payment made with a Card. Grant Street is not liable for any loss or liability resulting from a denial of credit. After a Card E-payment is authorized by an Issuer, Grant Street has the right to decline such E-payment for its own protection, but has no obligation to do so and owes no duty to County to take such action. When Grant Street forwards the Issuer's authorization to County and/or settles the E-payment, Grant Street is in no way assuring or guaranteeing payment to County nor is Grant Street waiving any right hereunder.

9.4. The Electronic Payment Services are subject to limitations imposed by, and contingent and dependent upon cooperation from, third parties such as the Bank, Issuers, and Associations. Grant Street will not be liable for any acts or omissions of such third parties.

10. Confidentiality and Use/Copying Restrictions.

10.1. County acknowledges and understands that the Electronic Payment Applications licensed under this Agreement are owned by Grant Street and constitutes a valuable trade secret belonging to Grant Street. County also acknowledges and understands that Grant Street is willing to provide County and its full-time, part-time, or contract employees (excluding professional consultants) with certain proprietary business and technical information regarding its Electronic Payment Applications pursuant to this Agreement ("Confidential Information"). "Confidential Information" includes, without limitation: (i) all Grant Street applications; copies of application web pages, pop-ups, online help

features, etc.; specifications related to site modifications or enhancements; site performance data, training and/or user manuals, and any other documentation relating to the Electronic Payment Applications; (ii) information that was provided to Grant Street by third parties and used in connection with executing transactions through Electronic Payment Application::, including, without limitation, terms and conditions of any agreement between Grant Street and such third parties, non-public financial information that is personally identifiable to an individual (including, without limitation, Card numbers, checking account information), know-how, trade secrets, technical processes and formulas, software, unpublished financial information, business plans, and projections, and other information that should reasonably be understood to be confidential (as between Grant Street and County, this third party information shall be deemed a part of "Confidential Information"); and (iii) any other information, documents, or materials designated or marked in writing by Grant Street as "Confidential". Such Confidential Information may be in hard copy, printed, or electronic form.at. Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of a disclosure by County; or (ii) becomes available to County on a non-confidential basis from a source other than Grant Street, provided that such source is not known by County, after making appropriate inquiry, to be bound by a confidentiality agreement with, or other obligation of secrecy to, Grant Street or another party; (iii) is required to be disclosed pursuant to any legal process or request from any governmental authority or body having jurisdiction over County, or (iv) is required to be disclosed in accordance with law provided that, prior to any such disclosure, County shall provide adequate notice to Grant Street in order to enable Grant Street to seek an appropriate protective order or injunctive relief.

10.2. In the event of a request for the disclosure of Confidential Information pursuant to Texas public record law, County shall immediately notify Grant Street of such request in order to give Grant Street the opportunity to object to the disclosure of such information based on the Texas public record process, and/or to seek an appropriate protective order or injunctive relief from disclosure of its valuable trade secrets and Confidential Information.

10.3. County hereby agrees to hold the Electronic Payment Applications and/or all Confidential Information as Confidential Information and take such steps as are reasonably necessary to safeguard the Electronic Payment Applications and/or Confidential Information to the same extent that County safeguards other trade secrets and proprietary information related to its business. County's obligations, as set out in this Section 12, survive any termination of this Agreement.

10.4. County further agrees that, absent Grant Street's prior written consent, it will not directly or indirectly copy, save, modify, print, publish, or post on the Internet, or reveal, permit access to, disseminate, distribute, or disclose to any third party all or any part of the Electronic Payment Applications and/or Confidential Information.

11. Title.

Grant Street shall own all rights, title, and interest in and to the Electronic Payment Applications including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations, or other variations thereof. This Agreement does not transfer to County under any circumstances any of Grant Street's ownership rights in the Electronic Payment Applications.

12. License.

Grant Street grants County and its full-time, part-time, or contract employees (excluding professional consultants), subject to the terms and conditions of this Agreement, a limited, non-perpetual, non-transferable, and non-exclusive license to access and use the Electronic Payment Applications solely in conjunction with County's use of E-payments. This license immediately terminates upon any termination of this Agreement. Grant Street is supplying the Electronic Payment Applications to County as hosted Software as a Service (SaaS) applications via the Internet.

13. Exclusivity.

Upon Delivery of the Electronic Payment Services, Grant Street shall be County's exclusive provider for the services described herein. County agrees that it will not contract with, use, or promote, any third party whereby such third party would provide to County any of the services that are described herein while Grant Street is providing such services to County.

14. Participation.

In the event another public agency in the United States elects to access the Electronic Payment Services provided this Agreement through a cooperative purchasing arrangement or piggyback provision with the County, Grant Street reserves the right to modify the terms and conditions, including pricing.