

open new office locations, Grant Street will provide new units at no cost to the County. The County will be responsible for maintaining and repairing the receipt printers.

- 2.3. Grant Street will repair or replace defective POS Devices during the term of this Agreement. Grant Street shall be solely responsible for maintaining and replacing the POS Devices, including replacement for obsolescence. Obsolescence shall include, but is not limited to, any loss in the utility of a POS Device as a result of any action of or determination by the Payment Card Industry (PCI) Security Standards Council (SSC), the Associations, or any other Rules setting body as set forth in Section 7, Compliance Matters, of Exhibit 1. Grant Street shall not be responsible for any liability arising from the POS Devices or use thereof.
- 2.4. Grant Street will provide the County with up to 300 POS devices at no cost. County shall be responsible for the cost of additional POS Devices Grant Street would need to procure for County beyond this. Upon termination or expiration of this Agreement, Grant Street requests that County overwrites the devices' encryption key or sends the devices to Ingenico for secure disposal.
- 2.5. If County uses POS Devices not provided by Grant Street, County will notify Grant Street at least 30 days prior to the purchase of new POS Devices.

3. Grant Street Obligations.

- 3.1. Grant Street shall appoint representatives to the following positions after obtaining County's consent, which consent shall not be unreasonably withheld, conditioned, or delayed:
 - a. A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Grant Street Contract Manager").
 - b. A sufficient number of employees or contractors to perform the Services set out in the Statement of Work.
- 3.2. Make no changes in Grant Street Representatives except either:
 - a. With the prior consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed.
 - b. At the request of County, in which case Grant Street shall use its best efforts to promptly appoint a replacement.
 - c. Upon the resignation, termination, death, or disability of any existing Grant Street Representative.
- 3.3. Assign only qualified Grant Street Representatives to provide the Services.
- 3.4. Comply with all laws and regulations applicable to Grant Street's obligations hereunder in providing the Services.
- 3.5. Comply with all County rules, regulations, and policies of which it has been made aware, in its provision of the Services, applicable to its obligations hereunder.
- 3.6. Grant Street will provide access to detailed reconciliation reporting history for a minimum of five (5) years.

4. County Obligations.

- 4.1. County shall designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "County Contract Manager"), with such designation to remain in force unless and until a successor County Contract Manager is appointed, in County's sole discretion.
- 4.2. County shall require that the County Contract Manager respond promptly to any reasonable requests from Grant Street for instructions, information, or approvals required by Grant Street to provide the Services.

- 4.3. County's responsibilities also 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 Sections 2.4 and 2.5 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 (for the sake of clarity, Grant Street shall not be liable for the fraudulent use of POS Devices);
 - d. Informing Payors of the option to make payments through Electronic Payment Services.

5. Compromised Data Event

- 5.1. In the event that County or Grant Street becomes aware of any suspected, alleged, or 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 24 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 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;
 - 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 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 notification or other regulatory requirements applicable to such Compromised Data Event.
- 5.2. IN THE EVENT OF A COMPROMISED DATA EVENT AS DESCRIBED IN SUBSECTION 5.1 ABOVE, TO THE EXTENT THAT SUCH COMPROMISED DATA EVENT IS CAUSED BY GRANT STREET'S 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 13.1 BELOW REGARDING NOTICE AND GRANT STREET'S RIGHT TO CONTROL THE DEFENSE AND/OR SETTLEMENT OF THE CLAIM.

6. Compensation and Payment

- 6.1. 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 Attachment 2 of the Agreement. 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. 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.
- 6.2. County will be liable for any incremental fees, costs, or charges associated with chargebacks or other items, as such charges may change from time-to-time as established by the Bank. Prior to County being held liable for the fees described in this Section 6.2, Grant Street shall notify County as provided by Section 6.5 below.
- 6.3. All performance of the Services described in the Statement of Work and attached Exhibits by Grant Street including any changes in the Statement of Work and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- 6.4. 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.
- 6.5. 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 6.2, showing the amounts due for Services performed 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 thirty (30) calendar days with such modifications as are consistent with this Agreement. 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.

7. Disputed E-payments and Chargebacks.

- 7.1. County is not liable for the fees associated with 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.
- 7.2. 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 payer 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.

7.3. Card Chargeback Process: 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 CARDHOLDER'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 g) is in favor of the cardholder 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.

7.4. 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.

8. Term.

- 8.1. The Term of this Agreement shall commence upon the date of execution by County ("Effective Date") and terminate on the second anniversary of the Effective Date ("Termination Date"). This Agreement may be renewed annually by signed agreement of both parties.

9. Termination.

- 9.1. 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 1, 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.
- c. Upon written notice to County, in the event County materially breaches this Agreement and does not remedy such breach within thirty (30) days after notice of such breach from Grant Street.

- 9.2. County, in its sole discretion, may terminate this Agreement at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least thirty (30) days' prior written notice to Grant Street.

- 9.3. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- a. If Grant Street fails to perform services within the time specified in the Statement of Work or any extension thereof granted by the County in writing, and does not cure such failure within thirty (30) days of receiving notice of the failure from County; or
- b. If Grant Street 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 County's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

If, after termination, it is determined for any reason whatsoever that Grant Street was not in default, or that the default was excusable, 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 9.2 above.

- 9.4. If County terminates this Agreement as provided in this Section 9, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Grant Street, and County shall not be subject to any early termination fee or other penalty.
- 9.5. Sections 2, 5, 6, 7, 9.5, 10, 11, 12, 13, and Section 15 (except for 15.4) 15.1, 15.2, 15.3 and 15.8 shall survive any termination or expiration of this Agreement, provided that Section 15.3

(regarding compliance with law) only survives as it relates to obligations which survive termination. Also, the following sections from Exhibit 1 shall survive any termination or expiration of this Agreement: Sections 4, 9, 10, 11, and Section 16.

10. Remedies.

- 10.1. If Grant Street violates any provision of this Agreement, County shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against Grant Street, if appropriate under applicable law, prohibiting further actions inconsistent with Grant Street's obligations under this Agreement.
- 10.2. In the event Grant Street fails to satisfactorily perform any of the Services on a timely basis and in accordance with this Agreement, and continues in such failure for thirty (30) days after receiving notice of the same from County, County shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps:
 - a. Suspend Grant Street's right and obligation to complete its performance of the Services until such time as Grant Street is able to demonstrate to County's reasonable satisfaction that it can meet its obligations under this Agreement;
 - b. Itself provide and/or engage a replacement service provider to provide any or all of the Services which are delayed or not performed in accordance with the Agreement;
 - c. Assign one or more of its representatives to supervise and work with Grant Street to correct and mitigate the effects of Grant Street's breach;
 - d. Withhold payment of any amounts otherwise due to Grant Street in a sufficient amount to set off against any damages caused to County as a consequence of Grant Street's breach (such withholding does not apply to the GSG Charges collected by Grant Street hereunder).
- 10.3. For the sake of clarity, Grant Street shall not be responsible for any delay to the extent caused by the County's failure to meet its obligations hereunder or any force majeure event.
- 10.4. Except for a breach of Section 12, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

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 from such companies having Bests' 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. 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.
 - b. 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.

c. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

d. Professional Liability insurance with limits not less than \$1,000,000.

11.2. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. 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.

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. Without limitation of the foregoing, Grant Street shall advise County immediately in the event Grant Street learns or reasonably suspects 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 (or pursuant to a subpoena or other order of court), 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 (subject to Grant Street's right to retain an archival copy of its work records).

- 12.3. In providing all services hereunder, Grant Street agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 12.4. County hereby agrees to hold the Electronic Payment Applications and/or all Confidential Information of Grant Street (as defined in Exhibit 1) 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.
- 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.

13. Indemnity and Limitation of Liability.

- 13.1. GRANT STREET SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL 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, PROVIDED THAT COUNTY SHALL PROMPTLY NOTIFY GRANT STREET OF ANY CLAIM SUBJECT TO THIS INDEMNITY AND SHALL PERMIT GRANT STREET TO CONTROL THE DEFENSE AND/OR SETTLEMENT OF SUCH CLAIM. COUNTY SHALL COOPERATE WITH SUCH DEFENSE AND/OR SETTLEMENT AND MAY PARTICIPATE IN SUCH CLAIM WITH ITS OWN COUNSEL, AT ITS OWN COST AND EXPENSE.
- 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 5.2 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. Exclusivity.

- 14.1. Upon Delivery of the Electronic Payment Services, Grant Street shall be County's exclusive provider solely for the services provided to the Fort Bend County Tax Assessor Collector's Office described under this Agreement.
- 14.2. Notwithstanding Section 14.1, County may contract for services in accordance with Section 10.2.

14.3. This Section 14 does not apply to any current County contract or contract for services provided to a separate County department. Section 14 is only applicable to Services provided to the Fort Bend County Tax Assessor Collector's Office.

15. Miscellaneous.

15.1. 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. 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.

15.2. Notices. Each party 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), nationally recognized overnight courier (with all fees prepaid), or by fax.

- a. 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 Tax Assessor/Collector
Attn: Laura Gutowsky
1317 Eugene Heimann Cir., Richmond, TX 77469
Email: laura.gutowsky@fortbendcountytexas.gov

Copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, Richmond, TX 77469
Email: KP.George@fortbendcountytexas.gov

Grant Street: Grant Street Group, Inc.
Attn: Dan Veres
339 Sixth Avenue, Ste 1400, Pittsburgh, PA 15222
Email: Dan.Veres@grantstreet.com

- b. A Notice is effective only if the party giving or making the Notice has complied with Section 15 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.

15.3. 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.

- 15.4. 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 generally accepted industry standards. 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 1.
- 15.5. Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.
- 15.6. 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 are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.
- 15.7. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. 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. 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.
- 15.8. The laws of the State of Texas, and federal law where applicable, 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. 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 806.051, Section 807.051 or Section 2253.153.
- 15.9. Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:
- a. Senior executives representing each of County and Grant Street will meet to discuss and attempt to resolve any such controversy or claim;
 - b. If such controversy or claim is not resolved as contemplated by clause (a), County and Grant Street will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties (the parties shall equally share the cost of any mediator); and
 - c. If such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.
- 15.10. 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.

- 15.11. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
- 15.12. 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.
- 15.13. 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.
- 15.14. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
- 15.15. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 15.16. 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.
- 15.17. 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.

16. Entire Agreement.

- 16.1. This Agreement, together with all related Exhibits and Attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, Exhibit 1 – Fort Bend E-payment Services Additional Terms and Conditions, and the related Exhibits, the terms of this Agreement shall prevail.
- 16.2. The following Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- a. Exhibit 1: Fort Bend E-payment Services Additional Terms and Conditions;
 - b. Exhibit 2: Grant Street Statement of Work;
 - c. Exhibit 3: County's Travel Policy; and
 - d. Exhibit 4: RFP 19-023 & Grant Street's Response to RFP 19-023.

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
KP George,
County Judge

7.23.2019
Date

ATTEST:

Laura Richard
Laura Richard,
County Clerk

Approved:

Carrie Surrat
Carrie Surrat,
Tax Assessor/Collector

Approved as to Legal Form:

Matthew Grove
Matthew Grove,
Assistant County Attorney

Digitally signed by Matthew L. Grove
DN: cn=Matthew L. Grove, o=Fort Bend County Attorney,
ou=General Counsel,
email=mgrove@fortbendcountytx.gov, c=US
Date: 2019.06.25 10:08:35 -0500

GRANT STREET GROUP, INC.

Daniel J. Veres
Name: Daniel J. Veres
Title: Executive Vice President

July, 8, 2019
Date



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
Robert E. Sturdivant, County Auditor

**EXHIBIT 1 - 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;
 - f. 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
 - g. 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 Cardholder's 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 E-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.

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 (see Attachment 3 of this Agreement for further information) and is 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

SECTION 8 OF 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 for:

- a. 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 Applications, 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 format. 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. Attachments.

Both parties acknowledge receipt of the documents listed below and consent to their incorporation into and attachment to this Agreement as the indicated Attachment number.

<u>Attachment Number</u>	<u>Document Title</u>
1	Executed Merchant Agreement
2	GSG Charges
3	American Express® Card Acceptance

14. 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.

15. 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.

16. Survival.

Sections 4, 9, 10, 11, and this Section 16 shall survive any termination of this Agreement.

Attachment 1 – Executed Merchant Agreement

MERCHANT SERVICES AGREEMENT for SUB-MERCHANTS

In connection with FORT BEND COUNTY, TEXAS ("Sub-merchant") agreement with Grant Street Group, Inc. ("Provider"), Worldpay, LLC and its designated Member Bank (collectively "Worldpay") will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Merchant Services Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to (i) enter into a direct relationship with an entity that is a member of the Associations and (ii) agree to comply with Association rules as they pertain to applicable credit and debit card payments. By executing this Merchant Services Agreement, Sub-merchant is fulfilling the Association rule of entering into a direct relationship with a Member of the Associations; however, Worldpay understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities.

Sub-merchant agrees to participate, and to cause third parties acting as Sub-merchant's agent ("Agents"), to participate, in the Associations in compliance with, and subject to, the by-laws, operating regulations and/or all other rules, policies and procedures of the Associations (collectively "Operating Regulations"). Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance Sub-merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Worldpay has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Worldpay, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for purposes related to financing terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions.

Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Sub-merchant, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement.

Upon receipt of Sub-merchant's sales data for card transactions through Provider Services, Worldpay will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Worldpay receives credit for such sales data, Worldpay will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Worldpay's sole option, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Worldpay of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Worldpay will debit the Provider Designated Account for funds owed to Worldpay as a result of the Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Worldpay reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Provider, and if not paid by Provider, becomes a liability of Sub-merchant to Worldpay.

Sub-merchant-Owned Designated Account

Name of Bank: _____
ABA No.: _____
Account No.: _____
Account Name: _____

Provider-Owned Designated Account

Name of Bank: _____
ABA No.: _____
Account No.: _____
Account Name: _____

4. Term and Termination

This Merchant Services Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Merchant Services Agreement shall begin, and the terms of the Merchant Services Agreement shall be binding upon Worldpay, on the date Worldpay accepts this Merchant Services Agreement by issuing a merchant identification number, and shall continue until either party gives at least thirty (30) days prior written notice to the other party.

Notwithstanding the foregoing and with the exception of instances in which law or operating regulations require immediate termination, Worldpay may cease providing Services and/or terminate this Merchant Services Agreement with 15 days notice if (i) Sub-merchant or Provider fails to pay any amount to Worldpay when due and has not cured such matter in 30 days since notice by Worldpay of such deficiency, (ii) in Worldpay's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations, or any applicable state, federal, or local laws, rules, and regulations ("Laws"), (iii) Worldpay believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, or iv) Worldpay is required to do so by any of the Associations.

5. Indemnification and Limits of Liability.

Sub-merchant agrees to provide Worldpay with written notice, specifically detailing any alleged failure, within thirty (30) days of the later of: (a) the date on which the alleged failure or error first occurred, or (b) the date on which the alleged failure or error could reasonably have been discovered, if the failure or error was discovered after the expiration of the date in (a); failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such failure or error. Worldpay shall bear no liability and have no obligations to correct any errors resulting from Sub-merchant's failure to comply with the duties and obligations of the preceding sentence.


Sub-merchant shall indemnify and hold harmless Worldpay, and its directors, officers, employees, affiliates, and agents from and against all proceedings, claims, demands, losses, liabilities, damages and expenses resulting from or otherwise arising out of (i) the Services in this Merchant Services Agreement, (ii) Sub-merchant's or Sub-merchant's employees and agents acts or omissions in connection with the Services provided pursuant to this Merchant Services Agreement, (iii) any infiltration, hack, breach, or violation of the processing system resulting from, arising out of, or in any way related to Sub-merchant's ability to use of the services provided herein including but not limited to Sub-merchant's use of an Agent or any other third party processor or system or (iv) any issue between Sub-merchant and Provider. This indemnification shall survive the termination of the Agreement. Sub-merchant's sole and exclusive remedy for any and all claims against Worldpay arising out of or in any way related to the transactions contemplated herein shall be termination of this Merchant Services Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Worldpay, unless otherwise specifically set forth in the Operating Regulations. In no event shall Worldpay have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Worldpay is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Worldpay is not liable for any action or failure to act by Provider, and that Worldpay shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider.

6. Miscellaneous.

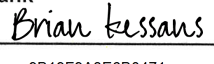
This Merchant Services Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Worldpay. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Worldpay and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Worldpay may amend this Merchant Services Agreement upon notice to Sub-merchant in accordance with Worldpay's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Merchant Services Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Merchant Services Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Merchant Services Agreement. As of the commencement of this Merchant Services Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Bank is a party to this Merchant Services Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Worldpay at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Merchant Services Agreement has been executed by the parties' authorized officers as of the dates set forth below.

Sub-merchant Name: Fort Bend County, Texas

By: 
Name: KP George
Title: County Judge
Date: July 23 2019
Address: 301 Jackson St
Richmond, Texas 77469

For Worldpay, LLC and Fifth Third Bank DocuSigned by:

By: 
Name: Brian Kessans
Title: Head of Contracts Mgmt
Date: 8/6/2019 | 15:08 EDT
Address: _____

Attachment 2
GSG Charges

FEES

1. CARD FEES

A. Online Tax:

- Per transaction - MasterCard, VISA, American Express, and Discover
- Online – 2.09% service fee
- \$1.00 minimum transaction fee

B. Over-the-Counter DMV, Tax, and Miscellaneous:

- Per transaction MasterCard, VISA, American Express, and Discover
- Over-the-Counter – 2.09% convenience fee
- \$2.50 minimum transaction fee

C. PIN Debit (Over-the-Counter only)

- \$2.50 per transaction

2. E-CHECK FEES

A. Tax

- Online – no charge (Grant Street will pass a fully formatted NACHA file to the County's banking services provider for processing)

Attachment 3

American Express® Travel Related Services Company, Inc. (American Express) Card Acceptance

1. **American Express Compliance.** Sponsored Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.
2. **Processing Restrictions.** Sponsored Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
3. **Third Party Beneficiary Rights.**
 - a. Sponsored Merchant confers on American Express the beneficiary rights, but not obligations, to the Sponsored Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Sponsored Merchant and Payment Service Provider and, as such, American Express has the express right to enforce the terms of the Agreement against the Sponsored Merchant.
 - a. Sponsored Merchant warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.
4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

EXHIBIT 2 – STATEMENT OF WORK

In January 2019, Fort Bend County entered into a negotiation period with Grant Street regarding the services provided under RFP 19-023, Credit Card Processing Services. During the negotiation period, County and Grant Street established a number of solution configurations, and the general strategic approach to the project. Outlined below is a list of the solution's features and configurations that will be implemented as part of the County's credit card processing solution.

Data Retention

Grant Street will provide access to detailed reconciliation reporting history for a minimum of five (5) years.

Funding

The county will use the "direct pay" model, where funds are directly deposited from our processor, Worldpay, into the County's bank account.

DMV and Tax payments will have separate MIDs, and are to be deposited into separate bank accounts.

Chargeback process

The County wanted to confirm all the following:

1. Will Grant Street work through the chargeback disputes and only debit us if the chargeback is upheld?
2. Will we be notified in advance before you debit our account for a chargeback?
3. Can we have a separate bank account that you debit from rather than the bank account that you deposit our funds into?
4. Will chargebacks be separate transactions from the daily deposits so that they are clearly identifiable?

The answer is "yes" to all four questions. Grant Street has outlined the chargeback process below.

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 payer questions and issues to reduce the County's chargeback rate.

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.

Card Chargeback Process

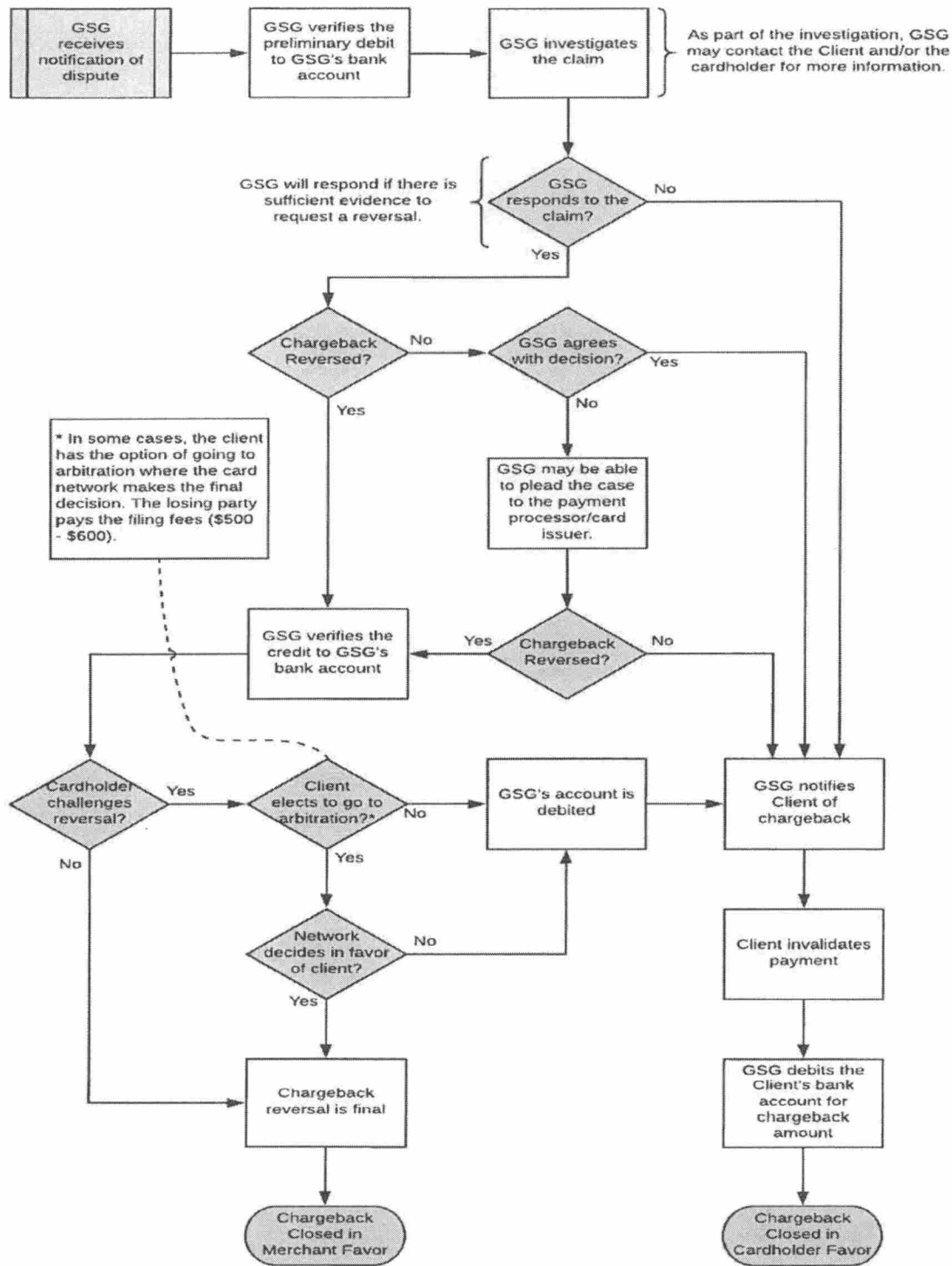
1. Chargeback initiated by cardholder by contacting the Issuing Bank. Chargeback is debited from Grant Street's bank account and NOT County's bank account. This makes accounting much easier for the County.

2. Grant Street receives chargeback notice (from Worldpay or American Express)
3. Grant Street reviews and gathers information about transaction
4. Grant Street submits response to reverse chargeback. The following outcomes could occur:
 - a. Reversal request denied -- CLOSED IN CARDHOLDER'S FAVOR
--or--
 - b. Representment to Card Issuer and Grant Street gets provisional credit pending final determination by Card Issuer.
 - i. The following outcomes could occur:
 - c. Deadline passes with no notice from card issuer -- CLOSED IN MERCHANT'S FAVOR
--or--
 - d. Receive pre-arbitration/2nd chargeback notice
 - i. The following outcomes could occur:
 1. Merchant accepts chargeback -- CLOSED IN CARDHOLDER'S FAVOR
--or--
 2. Merchant provides additional compelling evidence and goes to arbitration (the card associations will charge a fee for entering this process)
 - a. Final ruling made by Card Association:

In the event that the Card Association's final ruling is "CLOSED IN CARDHOLDER'S FAVOR", Grant Street will 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 debit to the County's account will have a clear description that it is a chargeback and will show which transaction it relates to.

The County has complete accounting control over the chargeback process at all times.

A diagram of the chargeback process follows.



Refunds

The County prefers that payment refunds are debited separately from payment charges. Grant Street is unable to debit payment refunds from a separate bank account than the bank account used to deposit payment charges. Charges and refunds for a day's work will be combined.

Payment Emails

PaymentExpress will automatically contact the payer via email upon notification of a failed ACH/e-check payment. PaymentExpress is also able to send the County a copy of this email.

The County asked for clarification regarding which parts of the emails can be customized by the County. Shown below is an e-check "return" email with all County editable sections highlighted in red.

View Notification x

(NOTE: Using a recent payment as a sample. This payment may not be for the same department or location configured here.)

from: no-reply@payment-express.net
 to: [Customer Email]
 subject: **Harrington County Tax Collector: Payment Rejected**

If your payment was returned by your bank, you may need to submit a replacement payment.

Please provide a replacement payment by using one of the following methods of payment:

- Pay in person using a credit card, PIN debit, cash, money order, or certified funds check at a [Harrington County Tax Collector office](#)
- Mail a money order or certified funds check made payable to "Harrington County Tax Collector" to Harrington County Tax Collector, 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

Return Confirmation # 43673963880
 Your payment has been returned.

Payment and Return Summary

Transaction Details	Adjustments		
Payment Date: 3/9/2019 11:55 AM EST	Original Amount Charged to Your Account	Amount Returned to Your Account	Total Balance Remaining Charged to Your Account (if any)
Return Date: 3/14/2019 10:18 AM EDT	Payment: \$ 526.64	\$ 526.64	\$ 0.00
Recipient: Tax Collector	Total: \$ 526.64	\$ 526.64	\$ 0.00
Location: Internet			
Received Via: Online			
Payment Type: e-check			
Account Information: PNC Account #***9375			

Colors can be customized

Paid By

Christopher C Chibas
ccchibas2026@gmail.com

If your payment was returned by your bank, you may need to submit a replacement payment.

Please provide a replacement payment by using one of the following methods of payment:

- Pay in person using a credit card, PIN debit, cash, money order, or certified funds check at a [Harrington County Tax Collector office](#)
- Mail a money order or certified funds check made payable to "Harrington County Tax Collector" to Harrington County Tax Collector, 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

Fees

Grant Street does not intend to change the convenience/service fees charged for the duration of this contract, however, certain events can trigger a rate change. This is laid out in our terms and conditions, shown below:

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.

In Person Cash Payments

Grant Street offers a fully integrated in-person cash payment service through PayNearMe. PayNearMe currently accepts payments through CVS, 7 Eleven, Family Dollar, Ace Cash Express, and Casey's General Store. PayNearMe's cost for this service is as follows:

- \$2,500 one-time set-up
- \$2.99 per transaction
- \$3,000 per month minimum (applicable if the sum of the \$2.99 fees is less than \$3,000)

Equipment

County requested that ownership of equipment does not revert back to Grant Street at contract termination. The proposed contract language has been modified to reflect this:

Customer shall be responsible for the cost of additional POS Devices Grant Street would need to procure for Customer beyond the up to 300 device supply provided by Grant Street. Upon termination or expiration of this Agreement, Grant Street requests that Customer overwrites the devices' encryption key or sends the devices to Ingenico for secure disposal.

Grant Street will provide a standalone receipt printer at every cashiering station at no cost to the County. If the Fort Bend Tax Assessor-Collector should add cashiering stations or open new office locations, Grant Street will provide new units at no cost to the County. The County will be responsible for maintaining and repairing the receipt printers.

Integration Methodology

The County uses two PC's for cashiering: one for tax and another state provided machine for DMV transactions. County and Grant Street have agreed to use PaymentExpress' standard fully integrated POS device that is USB connected to the tax PC. Tax payments will be taken through the County's tax system, ACT, with some kind of integration (most likely a shopping cart redirect). Grant Street will work with ACT for cashiering integration. A successful integration with any third-party cashiering vendor is dependent on their integration capabilities, and their ability to allocate resources to the project.

When a DMV payment is taken, the transaction's cashiering will be done in RTS on the DMV PC, and if card payment is the tender, the cashier will toggle (cashiers use "scroll lock" keyboard shortcut to switch the monitor between the two) to the tax PC, and cashier the payment using the PaymentExpress internal point of sale for the DMV payment.

Grant Street will attempt to achieve some level of integration with RTS, but so far the State has been unresponsive, and an integration appears less likely.

DMV and Tax payments will have separate MIDs and are to be deposited into separate bank accounts.

Testing Environment

The County will have access to a "Beta site" for the duration of our agreement to test, train and practice in. The "Beta site" will be unique to the County, containing the County's specific configurations.

Scheduled Payments

During discussions it became clear that Grant Street will support and process scheduled payments, however, the payment schedule will be controlled and maintained by the County's tax software vendor, ACT. Grant Street will work with ACT to achieve scheduled payment support. A successful integration with any third-party vendor is dependent on their integration capabilities, and their ability to allocate resources to the project.

User Setup

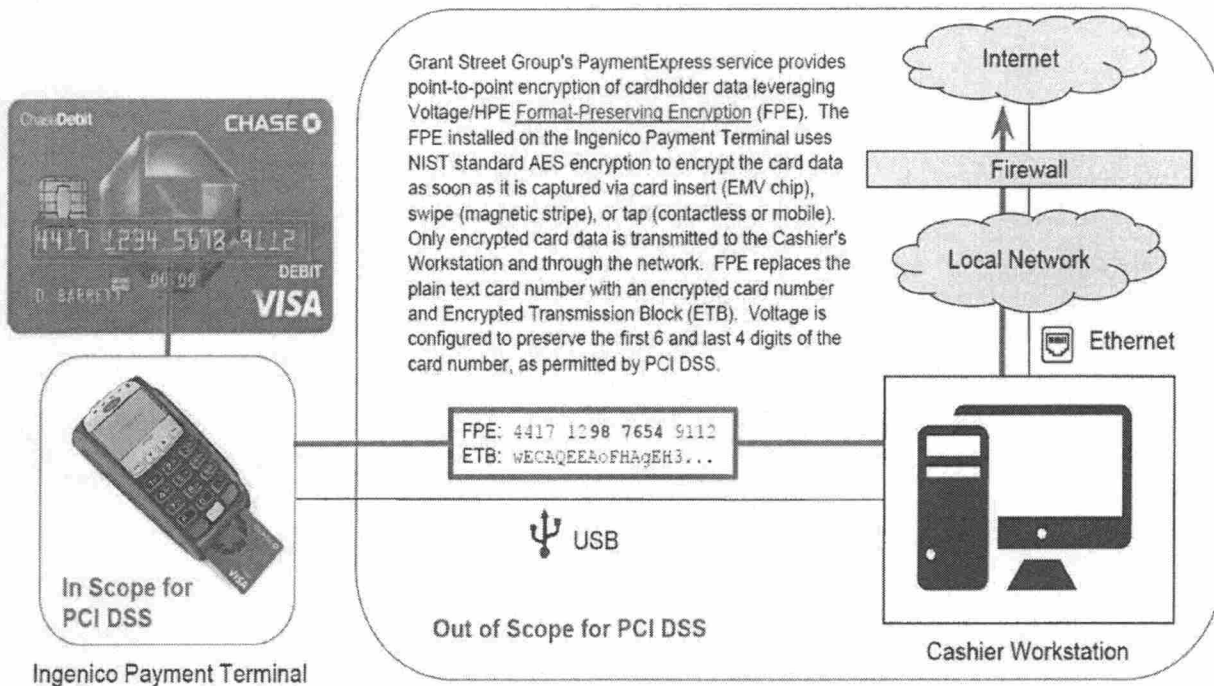
The County will be able to set up new users in the PaymentExpress application. County users that have the appropriate permissions (as controlled by the County), will be able to create any new users. Grant Street will assist the County with any new user setup, if needed.

P2PE and PCI

The County wanted to understand how Grant Street's P2PE solution was configured. The below diagram outlines Grant Street's P2PE solution.

PaymentExpress Cardholder Data Flow and PCI DSS Scope

5/16/2018



Time Period	Activities
Notice to Proceed through Week 1	<p>Requirements Gathering</p> <p>Deliverables (Grant Street):</p> <ul style="list-style-type: none"> • Project Plan • Initial Business Processes • Solution Design • Interface Design Specification <p>Deliverables (County and third-party vendors):</p> <ul style="list-style-type: none"> • Project Plan Approval • Solution Design Approval • Interface Design Specification (IDS) Approval • Funds Transfer Information (e.g. bank accounts)
Weeks 2 - 5	<p>Development</p> <p>Deliverables (Grant Street):</p> <ul style="list-style-type: none"> • Revised Business Processes • Training Plan • Merchant Identification Number (MID) Set-up and Live Payment Testing • Solution Development • Successful Unit Testing of PaymentExpress Solution • Communications Testing

	<p>Deliverables (County and third-party vendors):</p> <ul style="list-style-type: none"> • Third Party or Internal System Software Changes • Successful Unit Testing of Third Party or Internal System Software Changes • Training Scheduling <p>Deliverables (County and Grant Street):</p> <ul style="list-style-type: none"> • Successful test of the install of GWA (Grant Street's browser to PIN pad communication drivers). • Successful testing of browser to pin pad communication. • Successful deployment and testing of the install of GWA and PIN pad communication across all POS cashiering workstations.
<p>Weeks 6 - 7</p>	<p>Testing and Revisions</p> <p>Deliverables (Grant Street):</p> <ul style="list-style-type: none"> • Integration Testing • Training Delivery • Final Business Processes • Go-Live Plan • Support Plan <p>Deliverables (County and third-party vendors):</p> <ul style="list-style-type: none"> • Integration Testing • Training Participation • Final Business Process sign-off
<p>Go-Live (end of week 7)</p>	<p>Go-Live</p> <p>Deliverables (Grant Street):</p> <ul style="list-style-type: none"> • Go-Live • Go-Live Support

EXHIBIT 4
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

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.

17. 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). [REDACTED]

[REDACTED]: 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 reimbursement request.

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

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.

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.

19. MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

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: Meals will not be reimbursed for trips that do not require an overnight stay.

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.

20. 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 employee's vehicle odometer reading or by 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: 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 Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>.

When making a reservation traveler should provide the County's agency # C0790. 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:

[REDACTED]

Avis:

Avis World [REDACTED]
You cannot use [REDACTED]
state rate and no [REDACTED]

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

Allowable expenses: Parking and tolls allowed with documentation.

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.

21. 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.

22. GRANTS:

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

23. TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) 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.

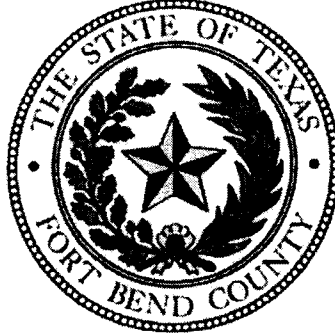
24. EXCLUSIONS:

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.

EXHIBIT 4 - RFP 19-023 & GRANT STREET'S RESPONSE TO RFP 19-023

*Fort Bend County, Texas
Request for Proposals*



*Credit Card Processing Services
for Fort Bend County Tax Assessor-Collector
RFP 19-023*

SUBMIT 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, December 4, 2018
2:00 PM (Central)

MARK ENVELOPE:

RFP 19-023
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.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
Assistant County Purchasing Agent
Jaime.Kovar@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: 11/9/18
Issued: 11/19/18



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)		
Business Name (if different from legal name)		
Federal ID # or S.S. #	DUNS #	
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB -Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ 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:

Fort Bend County, Texas (hereafter referred to as the ("County")) seeks Proposals ("Proposals or RFP") for selection of one (1) Contractor ("Respondent") to provide credit card processing services to the Tax Assessor-Collector.

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 likely 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, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, five (5) paper copies, and one (1) electronic response on CD or flash drive are required by RFP opening time of 2:00 PM on Tuesday, December 4, 2018. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R19-023
Purchasing Department	Due Date: Tuesday, December 4, 2018
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Credit Card Processing Services

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. 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, 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, November 27, 2018 at 10:00 AM. (central)**. 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:	November 19, 2018
Deadline for Questions:	November 27, 2018
Submission Due Date:	December 4, 2018
Evaluation of Submissions:	December 10, 2018
Vendor presentation (if applicable)	December 17, 2018
Commissioners Court Permission to Negotiate:	January 8, 2019
Negotiations:	January 9, 2019
Final Contract Approval Commissioners Court:	February 12, 2019

9.0 PRE-RFP CONFERENCE:

There is no Pre-RFP conference for this project.

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 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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

- 11.1 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.
- 11.2 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;

- 11.3 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.

12.0 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.

13.0 CONFIDENTIAL MATTERS:

- 13.1 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.
- 13.2 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.

14.0 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.

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/whatsnew/elf_info_form1295.htm.

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 19-023

22.2.3 Description is: Credit Card Processing 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 must 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. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

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 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 23.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. 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 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.

- 24.1 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.
- 24.2 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.
- 24.3 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.

- 24.4 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.
- 24.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 24.6 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.
- 24.7 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.

25.0 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.

26.0 ADDITIONAL INFORMATION:

- 26.1 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 March 1, 2019. 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
10/1/17 - 9/30/18	113,901	\$17,539,304	10,961	\$36,108,893	30,216	\$154,483,448
10/1/16 - 9/30/17	104,276	\$15,450,294	9,549	\$31,225,003	22,971	\$111,970,282
10/1/15 - 9/30/16	103,685	\$14,262,425	8,420	\$26,295,725	17,896	\$78,796,647

- 26.2 All credit card deposits are to be received in Tax Office's depository bank

(currently Prosperity 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.

- 26.3 Deposits shall be made into separate bank accounts by type of business (auto or property) and broken down by office location.
- 26.4 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.
- 26.5 Vendor must be able to provide daily, monthly, and annual customizable reports. Reports shall be in .csv format. Please include a sample settlement report, to include, but not limited to, break-downs by card type, transaction listing to include transaction number, amount, name, account number and date as well as e-check settlements with the RFP submittal. Provide sample summary monthly and annual reports.
- 26.6 The Tax Office experienced twelve (12) credit card chargebacks las fiscal year. Explain in detail how credit card chargebacks, voids and refunds are processed from when the transaction is initiated to when the customer receives the funds or the transaction is completed. For refunds, include the length of time before the customer receives their funds.
- 26.7 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 27.0. 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.
- 26.8 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).
- 26.9 Provide detail of any expenses that may be charged to the Tax Office during implementation as well as during the term of the agreement.
- 26.10 Provide a copy of your Service Level Agreement, to include, call center location, response time for connectivity issues, and communication methods for problem alerts and resolutions.
- 26.11 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.
- 26.12 Provide details regarding your disaster recovery plan.

- 26.13 Must be able to access real time confirmation of credit card transactions.
- 26.14 Point of Sale Transactions: Point of sale payments at the counter will not interface with software. The Tax Office currently uses Verifone VX520 and VX805 devices. Devices shall be standalone credit card machines and generate receipts 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.
 - 26.14.1 Customer receipts shall itemize transaction amount and convenience fee separately.
 - 26.14.2 Devices must accept chip cards.
 - 26.14.3 No second swipe/dip of the card shall be required to assess the convenience fee.
 - 26.14.4 POS units will connect to credit card vendor through IP address using existing Ethernet connections and wiring.
 - 26.14.5 POS devices must be able to process payments for multiple departments (ie. Auto, property, beer & liquor) and reports must be available broken down by the departments.
- 26.15 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.
 - 26.15.1 Vendor to accept payment of multiple tax accounts online. Payments to be placed in a shopping cart and paid by one transaction.
 - 26.15.2 Vendor to have capability to process scheduled future and/or recurring payments.
 - 26.15.3 Vendor to provide online e-check transactions at no fee.
 - 26.15.4 The Tax Office experienced 410 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.
 - 26.15.5 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.

27.0 SERVICE LOCATIONS:

- 27.1 Richmond – 301 Jackson, Richmond, TX 77469 (17 machines)
- 27.2 Katy Branch – 22333 Grand Corner Dr., Katy, TX 77494 (7 machines)
- 27.3 Missouri City Annex Branch – 307 Texas Pkwy, Ste 113, Missouri City, TX 77489-1151 (12 machines)
- 27.4 Needville Branch – 3743 School St., Needville, TX 77461 (2 machines)
- 27.5 Sienna Annex Branch – 5855 Sienna Springs Way, Missouri City, TX 77459 (7 machines)
- 27.6 Sugar Land Branch – 12550 Emily Court, Ste 100, Sugar Land, TX 77478 (7 machines)

28.0 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.

- 28.1 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

- 28.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 28.3 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 past projects. Include a list of current and/or pending installations, including number of licensed users.

28.4 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 26.

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 Respondent forms
- Completed W9 form
- Completed debt form

29.0 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.

30.0 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.

31.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 31.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 31.2 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.

32.0 ADDITIONAL REQUIRED FORMS:

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

- 32.1 Vendor Form
- 32.2 W9 Form
- 32.3 Tax Form/Debt/Residence Certification

33.0 EXHIBITS:

33.1 Exhibit I: Fees

33.2 Exhibit II: County Travel Policy

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"/> 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) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	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.

Social security number	
or	
Employer identification number	

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.

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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹

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 ¹
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.

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

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).

██████████ 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 reimbursement request.

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

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.

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:

- Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.
- Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.
- 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:** Meals will not be reimbursed for trips that do not require an overnight stay.
- 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 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:** 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 Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's agency # C0790. 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:

[REDACTED]

Avis:

[REDACTED]

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

Allowable expenses: Parking and tolls allowed with documentation.

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 (<http://econnect/index.aspx?page=55>) 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.



RFP 19-023

Credit Card Processing Services

Fort Bend County
Tax Assessor-Collector, TX

December 4, 2018

Software that Works
to help government work better.

PaymentExpress®

 GRANT STREET GROUP
Software that works to help government work better.®



339 Sixth Avenue
Suite 1400
Pittsburgh, PA 15222

Tel: 412-391-5555
Fax: 412-391-7608
www.GrantStreet.com

December 3, 2018

Jaime Kovar
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Dear Ms. Kovar:

Grant Street Group is pleased to submit a response for the Fort Bend County Tax Assessor-Collector's RFP for Credit Card Processing Services.

We have tailored our PaymentExpress solution to meet the unique operational and customer service needs of government clients, with a particular focus on county tax collectors. This year, PaymentExpress will process over \$5 billion in government transactions.

Our proposal for Fort Bend County meets all RFP requirements, including areas especially relevant to the County:

- **Low Rates:** At 2.09% for web credit card payments (including American Express), and a flat \$2.50 rate for in-person PIN debit payments, we believe that Fort Bend County will have the lowest card rates among Tax Assessor-Collectors in Texas. In addition, we will provide e-check acceptance at no charge to the County or its taxpayers.
- **Zero Cost:** All services will be provided to the County at no charge, including providing up to 300 point-of-sale devices, supporting EMV (chip) and contactless payments.
- **Reduced Chargebacks>Returns:** We expect to reduce the County's e-check return rate by more than 25%, and reduce the County's chargeback rate by more than 90% — leading to a substantial increase in County operational efficiency.
- **Accounting Control:** Our advanced fund flow rules allow the County to be in complete control of how chargebacks, returns, and refunds are debited from the County's bank account.
- **Increased Payment Options:** For online payments, PaymentExpress will provide custom-branded payment entry pages to match the County website's look and feel, which will allow recurring payments, and a customer eWallet will be added as a phase 2. Fort Bend payers will now be able to make low cost PIN debit payments in the office, as well as contactless payments, including: Apple Pay, Google Pay, MasterPass, Samsung Pay, Microsoft Pay, Visa payWave, PayPal contactless, and others.
- **Reduced PCI Scope:** Point-to-point encrypted devices will eliminate County PCs and servers from PCI scope.

We welcome the opportunity to discuss our services in greater detail, or to provide you with an onsite PaymentExpress demonstration. If you have any questions regarding this response, please contact Phil Runyard via the telephone number or email address below.

Sincerely,

Daniel J. Veres
Executive Vice President

Primary Contact	RFP Contact
Phil Runyard PaymentExpress Product Manager 339 Sixth Avenue, Suite 1400 Pittsburgh, PA 15222 Phone: 412-246-1341 Email: Phil.Runyard@GrantStreet.com	Susanne Morgan Proposal Writer 339 Sixth Avenue, Suite 1400 Pittsburgh, PA 15222 Phone: 980-297-0949 Email: RFPS@GrantStreet.com

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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 past projects. Include a list of current and/or pending installations, including number of licensed users

Grant Street Group (Grant Street) has supplied Software as a Service (SaaS) to thousands of government and financial institutions since 1997. We specialize in cloud-based software for tax collection, e-payments, and auctions, and are the nation's only supplier of fully-hosted tax collection and management software including e-payment processing and online auctions of tax liens and tax deeds.

Company Profile

History

Founded in 1995, Grant Street Group revolutionized the sale of fixed income securities by hosting the world's first online bond auction for the City of Pittsburgh, Pennsylvania. Over the next few years, Grant Street evolved into a financial software company specializing in hosted internet applications, now used by thousands of clients across the country. The below timeline illustrates the evolution of our main product lines — auctions, tax collection, and e-payments. Since then we have continued to develop a host of innovative special purpose applications to complement our clients' use of our main product lines, including an online portal for escrow property tax payments, integrated property title search reports, e-billing for property tax payments, online business tax applications, and a business intelligence tool, just to name a few.



In 2004, Grant Street hosted the country's first-ever online tax certificate auctions for four Florida tax collectors using our **LienAuction®** platform and patented methodology.




In 2006, Grant Street expanded its product line to local government property tax revenue management with the introduction of **TaxSys®**, our hosted, web-based tax collection and billing system. Our government clients include Florida and California counties such as Miami-Dade, Broward, and San Mateo to name a few.

In 2009, Grant Street launched **PaymentExpress®** providing a comprehensive package of payment services to government entities allowing them to accept all payment methods online, over-the-counter, and by telephone and mobile device. Since then, we have implemented **PaymentExpress** in state and local governments across the country. Today, **PaymentExpress** processes over ten million credit card, debit card, and e-check transactions annually, totaling over \$5 billion.

PaymentExpress®

Product Suite

Grant Street's full software product suite includes:

 PaymentExpress®	 TaxSys®	 Auctions
Electronic Payment Processing	Tax Calculation, Billing, Collection, Cashiering, and Distribution	Tax Liens, Tax Deeds, Foreclosures, Bonds, Notes, GICs
<p>PaymentExpress processes over \$5 billion annually in government e-payments in the following markets:</p> <ul style="list-style-type: none"> • Florida - 25 County Tax Collectors, which collectively have 125 office locations • State of Ohio Bureau of Motor Vehicles - 191 DMV offices • California - Sacramento, San Bernardino, and San Mateo Counties • Douglas County, Nebraska • In addition, Grant Street was recently awarded via e-payment RFPs for New Mexico Taxation and Revenue Department (for DMV and tax payments), Jefferson County, Alabama (for DMV and tax payments), and Charleston County, South Carolina (for tax and revenue collection payments). 	<p>Since 2006, 22 County tax collectors have converted to TaxSys (with four additional conversions currently underway) and are collecting over \$20 billion in property taxes each year on six million parcels.</p>	<ul style="list-style-type: none"> • In 2003, Grant Street launched LienAuction®, and in 2004 hosted the first online auction of tax liens in the country. Since then, LienAuction has been used by government entities to collect over \$6.5 billion in delinquent property tax revenues. • In 2008, we introduced our DeedAuction® platform, designed specifically for auctions of foreclosures and tax-defaulted properties. Since then, we have hosted over 2,700 foreclosure and tax deed auctions with a total volume exceeding \$15 billion. • Since 1997, we have hosted online Fixed-Income Auctions with a value exceeding \$12 trillion.

Compliance with Respondent Qualifications

We are compliant with all County listed RFP requirements. Please see our detailed responses to the Requirements and Responsibilities outlined in the RFP in *Tab 1 Understanding Scope of Work*.

Past Projects: Credit Card Processing Services

Grant Street has formed long-term partnerships with our clients by assisting the development and expansion of their payment processing programs with PaymentExpress. PaymentExpress has been providing e-payment gateway and over-the-counter services to government entities since 2009. The following table provides a summary of services and platforms we provide for our clients. We have also included detailed project summaries for each reference provided in *Tab 3: Firm Experience*.

Client	Scope/Services	Go-Live Date
Pinellas County Tax Collector, FL	Services: DMV, Property Tax, Business Tax, Tourist Development Tax, Misc (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	10/16/09
Okaloosa County Tax Collector, FL	Services: Property Tax, Business Tax, DMV Platforms: Online, POS	5/10/10
Charlotte County Tax Collector, FL	Services: Property Tax, Business Tax, Tourist Tax, DMV Platforms: Online, POS	9/13/10
Osceola County Tax Collector, FL	Services: DMV, Property Tax, Business Tax, Tourist Development Tax, Misc (Hunting & Fishing) Platforms: Online, POS	10/11/10
St. Lucie County Tax Collector, FL	Services: Property Tax, Business Tax, Tourist Tax, DMV Platforms: Online, POS	10/14/10
Citrus County Tax Collector, FL	Services: Property Tax, Business Tax, DMV Platforms: Online, POS	8/1/11
Indian River County Tax Collector, FL	Services: DMV, Property Tax, Business Tax, Tourist Development Tax, Misc (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	9/12/11
Volusia County Revenue Division, FL Volusia Water Resources and Utilities	Services: Property Tax, Business Tax, DMV, Tourist Development Tax, Hunting & Fishing, Transit Bus Passes, Water, Parks & Rec, Solid Waste, Airport Platforms: Online, POS, IVR	2/27/12
Alachua County Tax Collector, FL	Services: Property Tax, Business Tax, Tourist Development Tax, DMV, Misc (Hunting & Fishing) Platforms: Online, POS	9/10/12
Broward County Records, Taxes and Treasury Division, FL	Services: Property Tax, Business Tax, Tourist Development Tax, DMV, Misc (Hunting & Fishing, Passport etc.) Platforms: Online, Point of Sale (POS)	10/31/12
Hillsborough County Tax Collector, FL	Services: DMV, Property Tax, Business Tax, Tourist Development Tax, Misc (Hunting & Fishing, Concealed Weapons Permits, Birth Certificates) Platforms: Online, POS	5/3/13

Lake County Tax Collector, FL	Services: Property Tax, Business Tax, Tourist Tax, DMV Platforms: Online, POS	10/25/13
Sumter County Tax Collector, FL	Services: Property Tax, DMV, Misc (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	2/3/14
Douglas County, NE	Services: DMV, Property Tax, Misc (Conceal Carry Weapon permit) Platforms: Online, POS	3/14/14
Pasco County Tax Collector, FL	Services: Property Tax, Business Tax, Tourist Development Tax, DMV, Misc (Charity of the Month, Hunting & Fishing) Platforms: Online, POS	4/22/14
Nassau County Tax Collector, FL	Services: Property Tax, Tourist Development Tax, DMV, Misc (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	7/28/14
Brevard County Tax Collector, FL	Services: Property Tax, Business Tax, Tourist Development Tax, DMV, Misc (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	8/18/14
San Bernardino Auditor-Controller/Treasurer/Tax Collector, CA	Services: Property Tax, Central Collections (Tickets, Child Support, delinquent hospital bills) Platforms: Online, POS, IVR	10/31/14
Santa Rosa County Tax Collector, FL	Services: Property Tax, Business Tax, DMV, Misc (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	12/8/14
Monroe County Tax Collector, FL	Services: Property Tax, Business Tax, Tourist Tax, DMV Platforms: Online, POS	1/19/15
Miami-Dade County Tax Collector, FL	Services: DMV Platforms: Online	6/25/15
Walton County Tax Collector, FL	Services: Property Tax, DMV, Misc (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	9/28/15
San Bernardino County Fire Protection District, CA	Services: Permits, EMS Platforms: Online, POS, IVR	12/16/15
Escambia County Tax Collector, FL	Services: Property Tax, Business Tax, DMV, Misc. (Hunting & Fishing) Platforms: Online, POS	2/28/16
Ohio Bureau of Motor Vehicles	Services: Deputy Registrar, Reinstatement Service Centers Platforms: POS	6/19/16
Sacramento	Services: CUBS (Utility Payments), Finance, Business License, Treasury, EMS, Sheriff (Warrants, Parking & Towing, Work Release, Alarm), Airports,	11/16/16

County, CA	Environmental Management, Voter Registration, Parks, Rio Cosumnes Correctional Center - Jail Industries, District Attorney, Department of Revenue Recovery, Finance, Redemption Tax, Secured Tax, Animal Care Platforms: Online, POS, IVR, Retail Cash Payments	
Collier County Tax Collector, FL	Services: Business & Property Tax, Tourist Development Taxes, DMV (Hunting & Fishing, Concealed Weapons Permits) Platforms: Online, POS	8/24/17
Hernando County Tax Collector, FL	Services: Property Tax, DMV, Misc (Hunting & Fishing) Platforms: POS, Online	2/5/18
Bay County Tax Collector, FL	Services: Property Tax, DMV, Mics. (Hunting & Fishing, Concealed Weapons Permits) Platforms: POS, Online	5/8/18
State of New Mexico	Services: Taxation and Revenue, Audit and Compliance, Motor Vehicle Platforms: POS, Online, IVR	11/3/18

Current and/or Pending Installations - Credit Card Processing Services

We currently have seven implementations in progress or pending implementation.

Client	Scope/Services	Anticipated Go-Live
Jefferson County, AL	Services: DMV, Environmental Services, Department of Revenue, Tax Collector, possible other departments Platforms: POS, Online, IVR	11/2/2018 - Revenue Department; Winter 2018 Implementation for all others
San Mateo County, CA	Services: Tax Collector, Revenue Services Platforms: POS, Online, IVR	8/21/18 - IVR Pending implementation for POS and online
Flagler County Tax Collector, FL	Services: Property Tax, Tourist Development Tax, DMV Platforms: POS, Online	March 2019 Implementation
Martin County Tax Collector, FL	Services: Property Tax, DMV Platforms: POS, Online	September 2019 Implementation
Commonwealth of Massachusetts	Services: Statewide payments including cities, towns, districts, counties and other political subdivisions, executive, legislative and judicial branches, among others. Platforms: TBD	Pending Implementation
Charleston County, SC	Services: Countywide payments including the Treasurer, Revenue Department, and the Charleston Center. Platforms: POS, Online	Pending Implementation

Licensed Users

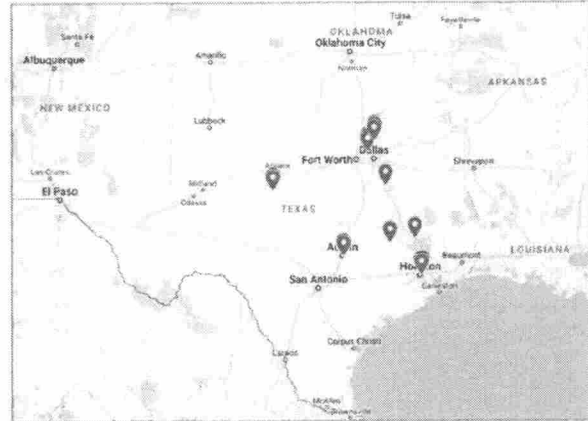
As of October 1, 2018 there are over 60,000 PaymentExpress users.

Additional Experience in Texas

City and County Experience

City and counties across Texas have used Grant Street's MuniAuction platform since 2000 to host competitive sales of various debt and investment instruments. Over the past 18 years, we have helped the following issuers in Texas sell \$674 million in bonds, \$7.2 billion in notes, and \$21.5 billion in Guaranteed Investment Contracts (GICs):

- City of Austin, TX
- City of Celina, TX
- City of College Station, TX
- City of Coppell, TX
- City of Corsicana, TX
- City of Houston, TX
- City of Huntsville, TX
- City of Lewisville, TX
- Harris County, TX
- State of Texas
- Town of Prosper, TX



State Experience

Since August 2004, Grant Street has hosted a private label website for the Texas Comptroller of Public Accounts, www.TRANTexas.com, for the sale of tax and revenue anticipation notes. In the past 14 years, we have conducted 13 TRAN auctions for the Comptroller's Office for a total volume of \$86.8 billion.

<https://comptroller.texas.gov/about/media-center/news/2018/180822-trans.php>

home » about » media center » news » 2018



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR IMMEDIATE RELEASE
August 22, 2018

Texas Comptroller Glenn Hegar Announces High Demand for Texas Short-Term Notes

(AUSTIN) — Texas Comptroller Glenn Hegar announced today's sale of \$7.2 billion in Texas Tax and Revenue Anticipation Notes (TRAN) received a net interest rate of 1.84 percent.

"The tremendous demand for these notes is directly related to Texas' conservative cash management and solid fiscal policies, which allowed the state to earn the highest possible short-term ratings ahead of this sale," Hegar said. "With bids totaling nearly four times the amount offered, it's clear the market is confident that Texas remains a solid investment."

The Comptroller's office received 65 bids worth \$27.4 billion, 3.8 times the amount offered for sale. Money from the sale of TRAN is used to help fund expenditures such as public-school payments made early in the fiscal year, before the arrival of tax revenues later in the year.

The \$7.2 billion in notes from today's sale will be repaid on Aug. 29, 2019.

Grant Street also hosts a private label Certificate of Deposit auction site, www.BidTX.com, for the Texas Comptroller. To date, the Comptroller has conducted 243 online auctions of jumbo CDs, totaling \$170 billion, including \$16 million in additional earnings since its inception.

The screenshot shows the BidTX Investment Auction Website interface. At the top, it says "BidTX Investment Auction Website". Below that, on the left, is the "State of Texas" logo with a star. To the right of the logo is the name "Glenn Hegar" and his title "Texas Comptroller of Public Accounts". In the center, there are several navigation buttons: "INTRODUCTION", "INSTRUCTIONS", "GUIDELINES", "REGISTRATION", "DEMO", "AUCTION", "RESULTS", "NEWS", and "FAQ". At the bottom left, it says "Powered by GRANT STREET GROUP Software That Works®". At the bottom right, it says "Comptroller.Texas.Gov", "Contact Us", "Privacy and Security Policy", and "Accessibility Policy".

Tab 1 Understanding Scope of Work

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. Respondent is to clearly define how return items are handled for e-checks, how credit card chargebacks are handled, and how refunds are handled.

Project Understanding

Grant Street has significant relevant experience implementing and operating e-payment programs for government agencies, particularly County tax collectors. We currently provide the services requested in this RFP throughout our client base. Our expertise includes e-payment acceptance for credit, debit, and e-check transactions through online, in-person and IVR channels, as well as alternative contactless payment methods. We have extensive experience implementing payment solutions for tax collection, including offices with geographically dispersed locations. Our services are PCI DSS compliant and employ high security standards including EMV and point-to-point encryption for in-person payments. Clients receive support from a project team assembled for the County and from our in-house U.S.-based Software Support Team.

One of our core strengths is our ability to materially reduce e-check returns and card chargebacks, as well as allowing our clients to have the flexibility to receive their funds the way they want, while always allowing them to maintain control over returns, chargebacks and refunds to their bank account.

Proposed Scope of Services

We have included detailed responses to each item in the RFP's Requirements and Responsibilities in the following section.

26.1 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 March 1, 2019. 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	Revenue	Credit/Debit Card	Revenue	E-check	Revenue
	Volume In Person	In Person	Volume Online	Online	Volume Online	Online
10/1/17 - 9/30/18	113,901	\$17,539,304	10,961	\$36,108,893	30,216	\$154,483,448
10/1/16 - 9/30/17	104,276	\$15,450,294	9,549	\$31,225,003	22,971	\$111,970,282
10/1/15 - 9/30/16	103,685	\$14,262,425	8,420	\$26,295,725	17,896	\$78,796,647

Acknowledged.

26.2 All credit card deposits are to be received in Tax Office's depository bank (currently Prosperity 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.

Compliant. PaymentExpress provides daily settlement to each client's bank account with a batch cut off time designated by the client (normally midnight). For Direct Pay Funding, the funding deposit will be made to the Tax Office's depository bank within the second day after payment is made. Settlement timing is dependent on several options, including whether the client selects a pass-through or direct-pay funding approach.

Compliant. We will not hold any Fort Bend monies in reserve for refunds or chargebacks.

We support two client funding approaches – pass-through and direct pay.

Direct Pay Funding

In the direct pay model, client funds are settled directly to the client's bank account from our processor, Worldpay. Any convenience fees are settled directly to Grant Street. In this approach, Worldpay will transfer funds directly to your bank account, aggregated according to their standard procedures. Should there be any reconciliation discrepancies (e.g., due to an incorrect transfer from Worldpay) Grant Street support staff will assist you in using PaymentExpress reports to resolve the discrepancy.

Pass-Through Funding

In the pass-through model, all funds flow through a Grant Street-owned bank account. Grant Street then initiates a funds transfer of client funds to the client's designated bank account. Therefore, any reconciliation discrepancies (e.g., due to the card processor transmitting funds aggregated incorrectly) are handled by Grant Street prior to the transfer to your bank account. This approach allows for more customization in how funds are received (e.g., deposits by location, card type, etc.) PaymentExpress can segregate deposits by entity with individual identifiers. PaymentExpress is able to aggregate funds into component parts (including locations/departments, transaction type, card type, and posting date depending on requirements) when depositing the funds to the appropriate bank account, and label each deposit with a customized description on the client's bank statement. We also support lump sum deposits.

26.3 Deposits shall be made into separate bank accounts by type of business (auto or property) and broken down by office location.

Compliant. PaymentExpress supports this.

26.4 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.

Compliant. PaymentExpress supports this.

26.5 Vendor must be able to provide daily, monthly, and annual customizable reports. Reports shall be in .csv format. Please include a sample settlement report, to include, but not limited to, break-downs by card type, transaction listing to include transaction number, amount, name, account number and date as well as e-check settlements with the RFP submittal. Provide sample summary monthly and annual reports.

PaymentExpress provides all payment and transaction information to the County via a user friendly administrative portal – a fully-integrated, secure, real-time reporting and account management module that your staff can use to:

- Verify processed payments
- Make agent-assisted payments
- View and run reports
- Create and save custom report queries
- Manage payer accounts (create, edit, delete, manage passwords, etc.)
- Block payments by payment type or channel (blacklist)

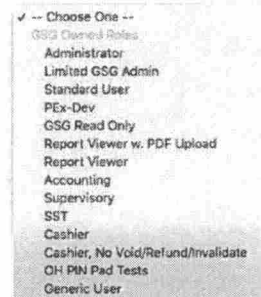
Permissions-Based

The PaymentExpress administrative portal is permissions-based, allowing the County to grant or restrict access to select areas by role or individual. We will assist the County with initial set-up of roles and permissions and will include management of these functions in our training sessions.

Powerful Reporting

We provide an extremely flexible, powerful interface for generating customized reports across all areas of the system. County users will be able to build any needed report, choosing their own customized selection criteria and presentation options. These reports can be used for a wide range of purposes, from low-level data extraction to high-level statistical reports to workflow management.

As part of the implementation process, Grant Street will assist the County in setting up regularly-run standard reports and will provide appropriate training for creating and executing reports at all levels within the organization.



Reporting capabilities include drill-down to transaction details and also include transcripts of communication with our processors. Other functions include: customizable columns, saved searches, and recognizing date ranges and phrases such as "yesterday" or "last month".

We have provided just a small sampling of our report capabilities below. The County will be able to create unlimited custom reports.

Standard reports include:

Payments

- Payments
- Declined Payments
- Payment Items
- Recurring Payment Plans
- Gateway Transactions
- Transcripts

Reconciliation

- Statement Activity
- Interchange Fees
- Chargebacks

Administration

- Configuration
- Blacklisted Bank Accounts
- Notifications
- Users

Customer Accounts

Report Samples

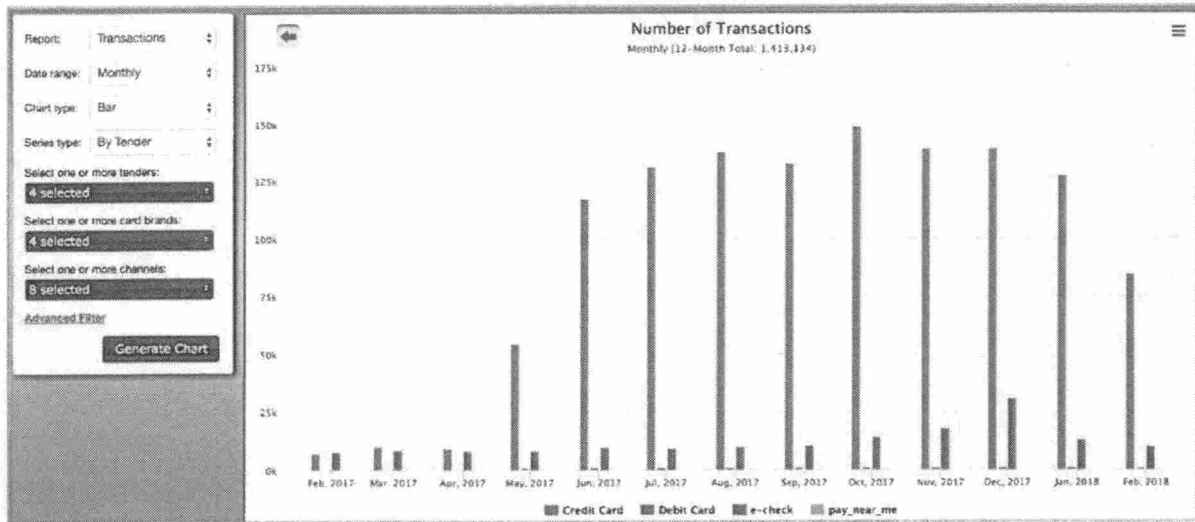
Daily Summary Report: The Daily Summary Report shows totals for each type paid, subdivided into credit cards (by type) and e-checks. Here we show the report being viewed directly in PaymentExpress.

Payments

Options Refresh CSV Display: Data & Totals 2 Group By: Payment Type 2 Filter: none Show 50 records

Date	Client	Department	Location	Confirmation #	Status	Amount	Payment Type	Card Brand	Item Description
Yesterday	Choose...	Choose...	Choose...	Choose...	Choose...		Choose...	Choose...	
2018-02-21 12:19am	Sacramento	CUBS	Internet		Charged	\$565.08	e-check		Utility Bill Acct
2018-02-21 12:13am	Sacramento	CUBS	Internet		Charged	\$26.27	e-check		Utility Bill Acct
2018-02-21 12:10am	Sacramento	CUBS	Internet		Charged	\$606.21	e-check		Utility Bill Acct
2018-02-21 12:10am	Sacramento	CUBS	Internet		Charged	\$301.69	e-check		Utility Bill Acct
2018-02-21 12:02am	Sacramento	Department of Revenue Recovery	Internet		Charged	\$50.00	e-check		DMACS Account
						\$239,850.34	e-check		
						\$500,712.32			

Monthly Summary Report: Displays a graphic of transactions by payment type.



Query by Transaction Date and Amount: PaymentExpress allows County staff to search on specific criteria, including date ranges and wildcards for any field. Here is a sample query for transactions in the last 30 days over \$500.

Payments

Options Refresh CSV Display: Data Only 2 Show 50 records

Date	Department	Location	Confirmation #	Status	Amount	Fee	Payment Type
last 30 days	Choose...	Choose...	Choose...	Choose...	> 500		Choose...
2018-05-16 11:45pm	Treasurer	4402-Internet	0072017000	Charged	\$1,894.17	\$0.00	e-check
2018-05-16 5:41pm	Treasurer	4402-Internet	0072017000	Charged	\$2,932.88	\$0.00	e-check
2018-05-16 5:23pm	Treasurer	4402-Internet	0072017000	Charged	\$1,758.92	\$0.00	e-check
2018-05-16 4:50pm	Treasurer	4460-Maple CSC	1172017000	Charged	\$1,175.06	\$2.95	Debit Card
2018-05-16 4:38pm	Treasurer	4460-Maple CSC	1172017000	Charged	\$1,373.29	\$2.95	Debit Card
2018-05-16 4:32pm	Treasurer	4460-Maple CSC	1172017000	Charged	\$743.99	\$2.95	Debit Card
2018-05-16 4:19pm	Treasurer	4450-North CSC	0072017000	Charged	\$2,346.73	\$2.95	Debit Card
2018-05-16 4:19pm	Treasurer	4460-Maple CSC	0072017000	Charged	\$835.45	\$2.95	Debit Card
2018-05-16 4:15pm	Treasurer	4470-Millard CSC	0072017000	Charged	\$1,093.56	\$2.95	Debit Card
2018-05-16 4:08pm	Treasurer	4402-Internet	0072017000	Charged	\$1,239.08	\$0.00	e-check
2018-05-16 4:04pm	Treasurer	4470-Millard CSC	0072017000	Charged	\$598.50	\$15.00	Credit Card
2018-05-16 4:01pm	Treasurer	4440-South CSC	0072017000	Charged	\$586.20	\$2.95	Debit Card
2018-05-16 3:48pm	Treasurer	4440-South CSC	0072017000	Charged	\$671.90	\$2.95	Debit Card

Payment Rejection Reports: PaymentExpress provides a report, available online, of all returned e-checks, chargebacks, and credit card reversals.

Declined Payments

Date	Department	Confirmation #	Rejection Reason	Amount
2018-02-22 3:32pm	Growth and Resource Mgmt Department	592	Card declined - please contact the card issuer for more information. (605).	\$19.15
2018-02-22 12:27pm	Solid Waste Department	242	Invalid cardholder account - please try again with a different card. Contact the card issuer for more information. (614).	\$10.64
2018-02-22 11:47am	Growth and Resource Mgmt Department	597	Card declined - insufficient funds. Please try again with a different card. Contact the card issuer for more information. (651).	\$10.00
2018-02-22 8:39am	Solid Waste Department	075	Card declined - insufficient funds. Please try again with a different card. Contact the card issuer for more information. (651).	\$252.28
2018-02-22 8:38am	Solid Waste Department	832	Card declined - please contact the card issuer for more information. (605).	\$252.28
2018-02-22 7:50am	Solid Waste Department	785	Card declined - please contact the card issuer for more information. (605).	\$8.96
2018-02-22 7:50am	Solid Waste Department	919	Card declined - please contact the card issuer for more information. (605).	\$8.96

Refunded Report: Staff members can view all reversed payments by choosing "Refunded" in the Status field.

Date	Department	Location	Transaction #	Status	Amount
2018-01-30 11:24am	Airports	Parking - SkiData	219	Refunded	\$-72.00
2018-02-13 12:15pm	Airports	Parking - SkiData	222	Refunded	\$-22.00
2018-02-01 11:09am	Business Licenses	Internet	102	Refunded	\$-149.00
2018-02-01 11:09am	Business Licenses	Internet	101	Refunded	\$-169.00
2018-02-01 11:10am	Business Licenses	Internet	102	Refunded	\$-149.00
2018-02-06 5:38pm	Business Licenses	Internet	997	Refunded	\$-86.00
2018-02-06 5:39pm	Business Licenses	Internet	102	Refunded	\$-169.00
2018-02-06 5:39pm	Business Licenses	Internet	103	Refunded	\$-149.00

Drill Down Capabilities

High-level reports have drill down capabilities to reveal transaction details.

Click on Confirmation # link to drill down to detail level

Date	Department	Location	Confirmation #	Status	Amount	Payment Type
2018-02-21 5:02pm	Water Resources and Utilities	Web-based payments	173	Charged	\$139.13	Credit Card
2018-02-21 4:11am	Water Resources and Utilities	Web-based payments	162	Charged	\$109.97	Credit Card
2018-02-22 11:06am	Water Resources and Utilities	Point of Sale	110	Charged	\$105.00	Credit Card
2018-02-21 2:03pm	Water Resources and Utilities	Web-based payments	992	Charged	\$83.92	e-check
2018-02-22 7:57am	Water Resources and Utilities	Public Portal	548	Charged	\$194.94	Credit Card
2018-02-21 11:42am	Water Resources and Utilities	Web-based payments	072	Charged	\$47.28	e-check
2018-02-21 9:49pm	Water Resources and Utilities	Web-based payments	658	Charged	\$21.68	e-check

Detail of Transaction

Confirmation 174

Volusia County

Department: Water Resources and Utilities
Location: Web-based payments
Account Holder: John Doe
 123 Main Street
 Sunshine, FL 32154
 United States
 412-391-5555
 john.doe@volusia.com

Posted Date: 02/21/2018 5:02 PM EST
Received Via: Online
of Items: 1
Cart Amount: \$ 139.13
Fee: \$ 3.10
Total: \$ 142.23

[Print receipt](#)

Receipt

Shopping Cart						
#	Type	Category	Description	Amount	Fee	
00201510-01	Payment	Volusia Water - Web	Payment Acct #00201510-01	\$ 139.13	\$ 3.10	
Payments						
Action	Status	Via	Account Information	Amount	Fee	
Charge	Complete	Credit Card	Visa CC# ****7588	\$ 139.13	\$ 3.10	
Subtotal:				\$ 139.13	\$ 3.10	
Total (Payment + Fee):				\$ 142.23		

Transaction for Charge 02/21/2018 05:02 PM
 Processing Fees for Charge \$ 142.23

Numerous reporting detail columns can be added to each report view. A few detail columns are shown in the screenshot below.

Available Columns

- International
- Item Description
- Language
- Last Four
- Location
- Payment Channel
- Payment Type
- Phone
- Product Profile
- Shipping Address
- Signature Debit

Drag columns from one side to the other and up and down to order them.

Click to send an item to the other list quickly.

Selected Columns

- ↑ Date
- ↑ Client
- ↑ Department
- ↑ Amount
- ↑ Fee
- ↑ Status

[Save](#)

[Cancel](#)

Summary Reports

PaymentExpress also supports "summary" reports that concisely group information together. For example, a customized summary report can be created that shows all payments for "last week" and groups the payments by "Location".

Summary Grouped by Location

Date	Department	Location	Status	Amount
today	Growth and Resource Mgmt Department	Connect Live Public Portal	Charged	\$7,221.35
	Growth and Resource Mgmt Department	DeLand	Charged	\$1,791.07
	Water Resources and Utilities	IVR	Charged	\$858.15
	Growth and Resource Mgmt Department	Marine Science Center	Charged	\$1,983.37
	Water Resources and Utilities	Point of Sale	Charged	\$730.00
	Water Resources and Utilities	Public Portal	Charged	\$1,253.91
	Solid Waste Department	Tomoka Landfill	Charged	\$3,897.21
	Water Resources and Utilities	Web-based payments	Charged	\$4,911.42
	Solid Waste Department	West Volusia Transfer Station	Charged	\$2,760.90
			Charged	\$25,407.38

The above report can be modified to show "Data and Totals", to show detailed payment information (many additional fields can be added to this report view). Below you can now see the payment detail behind the "Water Resources and Utilities" for "today" total of \$858.15.

Summary Grouped by Location Now Also Showing Detailed Payment Information

Date	Department	Location	Row Count	Status	Amount
today	Water Resources and Utilities	IVR		Charged	\$45.90
2018-02-22 4:34pm	Water Resources and Utilities	IVR		Charged	\$214.19
2018-02-22 3:57pm	Water Resources and Utilities	IVR		Charged	\$53.72
2018-02-22 3:12pm	Water Resources and Utilities	IVR		Charged	\$77.48
2018-02-22 2:32pm	Water Resources and Utilities	IVR		Charged	\$121.96
2018-02-22 1:12pm	Water Resources and Utilities	IVR		Charged	\$29.94
2018-02-22 12:31pm	Water Resources and Utilities	IVR		Charged	\$19.65
2018-02-22 12:13pm	Water Resources and Utilities	IVR		Charged	\$60.16
2018-02-22 12:07pm	Water Resources and Utilities	IVR		Charged	\$34.40
2018-02-22 12:04pm	Water Resources and Utilities	IVR		Charged	\$15.59
2018-02-22 11:12am	Water Resources and Utilities	IVR		Charged	\$140.78
2018-02-22 10:40am	Water Resources and Utilities	IVR		Charged	\$15.59
2018-02-22 6:23am	Water Resources and Utilities	IVR		Charged	\$28.75
	Water Resources and Utilities	IVR	13	Charged	\$858.15
2018-02-22 4:39pm	Water Resources and Utilities	Point of Sale		Charged	\$50.00
2018-02-22 4:23pm	Water Resources and Utilities	Point of Sale		Charged	\$105.00
2018-02-22 3:34pm	Water Resources and Utilities	Point of Sale		Charged	\$200.00
2018-02-22 3:06pm	Water Resources and Utilities	Point of Sale		Charged	\$45.00
2018-02-22 11:06am	Water Resources and Utilities	Point of Sale		Charged	\$105.00
2018-02-22 10:47am	Water Resources and Utilities	Point of Sale		Charged	\$120.00
					\$8,055.90

Data can be grouped together on any level. In the example that follows, the payments are grouped by "Day of Month" for "last month" (January). For example, on January 1, 2018, 55 payments for a total of \$4,511.59 were cashiered (highlighted in below screenshot).

Payments Grouped by "Day of Month" for "Last Month"

Date	Department	Date (Month Name)	Date (Day of Month)	Date (Year)	Row Count	Amount	Status
last mon	Water Resources and Utilities	Choose...		Choose...			Choose...
	Water Resources and Utilities	January	1	2018	55	\$4,511.59	Charged
	Water Resources and Utilities	January	2	2018	128	\$13,524.26	Charged
	Water Resources and Utilities	January	3	2018	152	\$13,256.23	Charged
	Water Resources and Utilities	January	4	2018	140	\$12,426.34	
	Water Resources and Utilities	January	5	2018	164	\$14,759.36	
	Water Resources and Utilities	January	6	2018	51	\$4,561.64	Charged
	Water Resources and Utilities	January	7	2018	44	\$3,870.57	Charged
	Water Resources and Utilities	January	8	2018	135	\$14,618.01	Charged
	Water Resources and Utilities	January	9	2018	81	\$8,359.92	Charged
	Water Resources and Utilities	January	10	2018	201	\$26,900.45	
	Water Resources and Utilities	January	11	2018	136	\$13,150.03	
	Water Resources and Utilities	January	12	2018	154	\$18,104.81	
	Water Resources and Utilities	January	13	2018	45	\$3,453.08	Charged
	Water Resources and Utilities	January	14	2018	42	\$3,440.97	Charged
	Water Resources and Utilities	January	15	2018	58	\$4,893.17	Charged

Quick Search Capabilities

PaymentExpress provides a "quick search" report, which allows filtering on all the most common search fields. The quick search fields can be customized to your requirements. In the example that follows, these fields were selected to be part of the quick search criteria:

- Date
- Location
- Billing Name
- Transaction #
- Confirmation #
- Amount
- Payment Type
- Card Brand
- Last Four
- Item Description
- Address
- City
- Email

Date	Location	Billing Name	Transaction #	Confirmation #	Amount	Payment Type	Card Brand	Last Four	Item Description	Address	City	State	Email
last 2 days	Choose...												
2018-02-22 9:11pm	Connect Live Public Portal	George Washington	S72	557	\$213.60	Credit Card	Visa	4421	Bills 1,2,3 and 4 Public Portal	1600 PA Ave		FL	gwash@gmail.com
2018-02-22 5:06pm	Simoka Landfill	Thomas Jefferson	R10	802	\$8.00	Credit Card	Visa	7133	Trash drop off	123 Main St		FL	tieff@aol.com
2018-02-22 5:06pm	West Valusia Transfer Station	John Adams	S73	809	\$112.93	Credit Card	Visa	5499	Landfill fees	987 Elm St		FL	jadame@pres.net
2018-02-22 4:58pm	Simoka Landfill	JOHN Q. ADAMS	R10	803	\$8.00	Credit Card	Visa	7686	Trash drop off	456 Main		FL	jqa@example.com
2018-02-22 4:57pm	West Valusia Transfer Station	Milton Filmore	S72	805	\$8.00	Credit Card	Visa	2792	Garbage permit	1000 Elm		FL	miltonfil@grantstreet.com

Reconciliation Reporting

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

- Payments
- Payment Items (individual items in the shopping cart)
- Statement Activity (how deposits will appear on the County's bank statement)
- Interchange reporting (cost and invoice detail)

Our detailed reporting enables each bank deposit to be broken down into individual credit card transactions. Card transaction data for any individual card payment can be found easily using our reporting fields, such as a unique identifier, Card Type, Paid By, Payer Address, Amount, and Card Number (last 4 digits). In addition to this, each card transaction has the date the County can expect funds to be deposited into their designated receiving bank.

PaymentExpress can aggregate credit card funds into component parts (including locations/departments, transaction type, card type, and posting date depending on requirements) when depositing funds to the appropriate bank account, and each deposit is labeled with a customized description on the County's bank statement.

Grant Street will assist the County in setting up required reconciliation reports and will provide training for creation and use of ad-hoc reports. Grant Street will provide access to detailed reconciliation reporting history for a minimum of two years after the transaction occurrence at no cost to the County.

Sample Reconciliation Reports

Reports can be set up to meet any need, including reports split by date, department, location, channel, payment type, and much more.

Statement Totals

The following report example shows "Totals Only" view for "this month" for the Growth and Resource Mgmt Department. Choosing "Data and Totals" from the drop down menu will reveal detail.

Statement Activity							
Options		Refresh	CSV	Display: Totals Only	Group By: ACH Date	-none-	Show 50 records
ACH Date	Department	Amount	Charge Date				
this month	Growth and Resource Mgmt Department						
2018-02-22 2:06pm	Growth and Resource Mgmt Department	\$11,778.96	2018-02-15				
2018-02-21 2:06pm	Growth and Resource Mgmt Department	\$6,600.68	2018-02-14				
2018-02-20 2:05pm	Growth and Resource Mgmt Department	\$12,512.69	2018-02-13				
2018-02-16 2:06pm	Growth and Resource Mgmt Department	\$15,992.59	2018-02-12				
2018-02-15 2:06pm	Growth and Resource Mgmt Department	\$15,106.96					
2018-02-14 2:06pm	Growth and Resource Mgmt Department	\$5,011.74	2018-02-08				
2018-02-13 2:07pm	Growth and Resource Mgmt Department	\$5,169.75	2018-02-07				
2018-02-12 2:06pm	Growth and Resource Mgmt Department	\$12,921.75	2018-02-06				
2018-02-09 2:06pm	Growth and Resource Mgmt Department	\$7,009.76	2018-02-05				
2018-02-08 2:06pm	Growth and Resource Mgmt Department	\$18,808.60					
2018-02-07 2:06pm	Growth and Resource Mgmt Department	\$6,107.24	2018-02-01				
2018-02-06 2:07pm	Growth and Resource Mgmt Department	\$9,985.04	2018-01-31				
2018-02-05 2:06pm	Growth and Resource Mgmt Department	\$15,512.16	2018-01-30				
2018-02-02 2:07pm	Growth and Resource Mgmt Department	\$12,274.80	2018-01-29				
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$20,016.07					
Growth and Resource Mgmt Department		\$176,708.79					

Data and Summary Report by ACH Date

Statement Activity

Options Refresh CSV Display: Data & Totals Group By: ACH Date -none- Show 50 records

ACH Date	Department	Amount	Charge Date
this month	Growth and Resource Mgmt Department		
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$15.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$12.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$18.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$10.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$14.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$175.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$14.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$50.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$9.57	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$19.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$31.94	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$13.82	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$16.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$62.56	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$20.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$26.58	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$9.01	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$15.00	2018-01-28
2018-02-01 2:07pm	Growth and Resource Mgmt Department	\$20,016.07	
	Growth and Resource Mgmt Department	\$176,708.79	
		\$176,708.79	

Interchange Fees Summary Report

Interchange Fees

Options Refresh CSV Display: Totals Only Group By: Bank Account -none-

Date	Bank Account	EMV Txn Type	Pay Status	Txn Amount	Interchange Fees	Association Fees	Invoiced Amount	Payment Type
this month			Chose...					Chose...
	GSG DBLA Security	Credit Card Sale	Charged	\$12.00	\$-0.460000000	\$-0.220200000	\$0.000000000	Credit Card
	GSG DeBary Hall Historic Site	Credit Card Sale	Charged	\$6,582.41	\$-89.992820000	\$-33.595269000	\$0.000000000	Credit Card
	GSG Lyonia Preserve	Credit Card Sale	Charged	\$295.46	\$-5.480000000	\$-0.272115000	\$0.000000000	Credit Card
	GSG Marine Science Center			\$17,962.89	\$-302.268672000	\$-61.370572200	\$0.000000000	Credit Card
	GSG Non-Tax		Charged	\$786,081.19	\$-5,105.023550000	\$-303,188,893.960	\$0.000000000	
	GSG Ocean Center Daytona Admin	Credit Card Sale	Charged	\$8,265.00	\$-123.680000000	\$-10,774,900.000	\$0.000000000	Credit Card
	GSG Ocean Center Parking Garag	Credit Card Sale	Charged	\$10,991.64	\$-367.635590000	\$-19,526,692.000	\$0.000000000	Credit Card
	GSG Parking Garage Main Office	Credit Card Sale	Charged	\$1,397.00	\$-16.680000000	\$-3,251,600.000	\$0.000000000	Credit Card
	GSG Parks EMAF-only	Credit Card Sale	Charged	\$18,715.81	\$-276.393045000	\$-89,339,791.880	\$0.000000000	Credit Card
	GSG Parks Web EMAF-only	Credit Card Sale	Charged	\$2,265.20	\$-77.440615000	\$-2,864,472.260	\$0.000000000	Credit Card

Deposit Report

Daily and monthly totals for funding/deposits.

Statement Activity

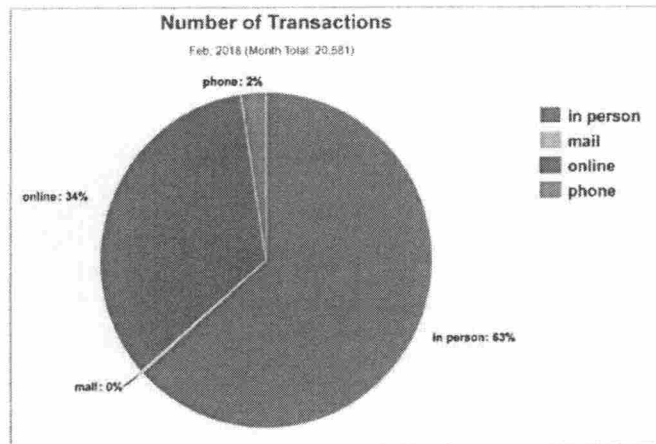
Options Refresh CSV Display: Totals Only Group By: ACH Date Department -none- Show 50 records

ACH Date	Department	Amount
yesterday	Choose...	
2018-02-22 2:06pm	EVAC	\$3,539.39
2018-02-22 2:06pm	Growth and Resource Mgmt Department	\$11,776.96
2018-02-22 2:06pm	Ocean Center	\$3,682.00
2018-02-22 2:06pm	Parks, Rec and Cultural Department	\$455.99
2018-02-22 2:06pm	Public Library	\$105.40
2018-02-22 2:06pm	Revenue Department	\$550,715.58
2018-02-22 2:06pm	Solid Waste Department	\$5,984.07
2018-02-22 2:06pm	Votran	\$515.00
2018-02-22 2:06pm	Water Resources and Utilities	\$11,054.45
2018-02-22 2:06pm		\$587,830.84
		\$587,830.84

Business Analytics

Analyze Your Data in Real-Time

PaymentExpress provides an extremely flexible, powerful interface for analyzing data through real-time customized reports across all areas of the system. Clients can build any needed report, choosing their own customized selection criteria and presentation options. These reports can be used for a wide range of purposes, from low-level data extraction to high-level statistical reports to workflow management.

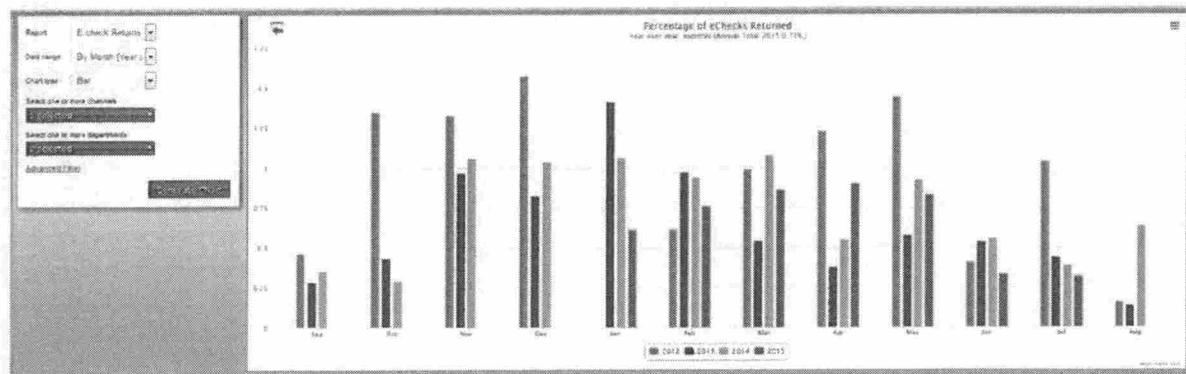


Monitor Key Metrics Over Time

PaymentExpress allows you to analyze and monitor payment trends over time. Key metrics include:

- Transactions
- Dollar Volume
- Average Payment
- E-check Returns
- Chargebacks

All metrics can be granularly filtered by payment channel, tender type, department, item type, location, and card type.



Reports are available for download as Excel files, as PDFs, or text files. In addition to online access, PaymentExpress can send reports by email to a user's inbox on a regular schedule that they establish. Scheduled reports can also be sent to pre-configured FTP sites.

Sample Payments Report Downloaded to Excel or PDF

	A	B	C	D	E	F	G	H	I	J
1	Date	Time	Client	Department	Transaction #	Status	Amount	Fee	Payment Type	Card Brand
2	5/1/18	11:54 PM	Sunshine	Tax Collector	11111111	Charged	\$53.45	\$3.50	Credit Card	MasterCard
3	5/1/18	11:52 PM	Sunshine	Tax Collector	11111112	Charged	\$220.65	\$10.50	Credit Card	American Express
4	5/1/18	11:42 PM	Sunshine	Tax Collector	11111113	Charged	\$36.85	\$3.50	Credit Card	Visa
5	5/1/18	11:40 PM	Sunshine	Tax Collector	11111114	Charged	\$5,477.63	\$0.00	e-check	
6	5/1/18	11:38 PM	Sunshine	Tax Collector	11111151	Charged	\$83.85	\$3.50	Credit Card	Visa
7	5/1/18	11:37 PM	Sunshine	Tax Collector	11111411	Charged	\$92.95	\$3.50	Credit Card	Visa
8	5/1/18	11:33 PM	Sunshine	Tax Collector	11111811	Charged	\$96.70	\$7.00	Credit Card	Visa
9	5/1/18	11:18 PM	Sunshine	Tax Collector	11111111	Charged	\$100.30	\$7.00	Credit Card	Visa
10	5/1/18	11:09 PM	Sunshine	Tax Collector	11111112	Charged	\$80.85	\$3.50	Credit Card	MasterCard
11	5/1/18	11:08 PM	Sunshine	Tax Collector	11111113	Charged	\$36.85	\$3.50	Credit Card	Visa
12	5/1/18	11:07 PM	Sunshine	Tax Collector	11111114	Charged	\$165.90	\$7.00	Credit Card	Visa
13	5/1/18	11:06 PM	Sunshine	Tax Collector	11111151	Charged	\$130.55	\$10.50	Credit Card	Visa
14	5/1/18	11:01 PM	Sunshine	Tax Collector	11111411	Charged	\$113.85	\$3.50	Credit Card	Visa
15	5/1/18	10:58 PM	Sunshine	Tax Collector	11111811	Charged	\$56.85	\$3.50	Credit Card	Visa
16	5/1/18	10:56 PM	Sunshine	Tax Collector	11111111	Charged	\$36.85	\$0.00	e-check	
17	5/1/18	10:50 PM	Sunshine	Tax Collector	11111112	Charged	\$36.85	\$0.00	e-check	
18	5/1/18	10:48 PM	Sunshine	Tax Collector	11111113	Charged	\$46.85	\$3.50	Credit Card	Visa
19	5/1/18	10:40 PM	Sunshine	Tax Collector	11111114	Charged	\$1,180.37	\$30.10	Credit Card	Visa
20	5/1/18	10:39 PM	Sunshine	Tax Collector	11111151	Charged	\$46.85	\$3.50	Credit Card	Visa
21	5/1/18	10:36 PM	Sunshine	Tax Collector	11111411	Charged	\$83.70	\$7.00	Credit Card	Visa
22	5/1/18	10:34 PM	Sunshine	Tax Collector	11111811	Charged	\$36.85	\$3.50	Credit Card	Visa
23	5/1/18	10:31 PM	Sunshine	Tax Collector	11111411	Charged	\$93.70	\$7.00	Credit Card	Visa
24	5/1/18	10:30 PM	Sunshine	Tax Collector	11111811	Charged	\$46.85	\$3.50	Credit Card	Visa
25	5/1/18	10:27 PM	Sunshine	Tax Collector	11111111	Charged	\$36.85	\$3.50	Credit Card	Visa
26	5/1/18	10:26 PM	Sunshine	Tax Collector	11111111	Charged	\$82.35	\$3.50	Credit Card	Visa
27	5/1/18	10:24 PM	Sunshine	Tax Collector	11111111	Charged	\$92.95	\$3.50	Credit Card	Visa

PDF Report Generation and Download

Download Report [X]

File Type: PDF

Paper Size: Letter

Orientation: Portrait

Cancel [Download]

Payments: - 12/03/2018 09:28:07

Confirmation #	Status	Amount	Fee	Payment Type	Card Brand
74	Charged	\$4.00	\$1.05	Credit Card	Visa
07	Charged	\$3.00	\$1.05	Credit Card	Visa
01	Charged	\$2.00	\$1.05	Credit Card	Visa
84	Charged	\$1.00	\$1.05	Credit Card	Visa
01	Charged	\$88.10	\$1.87	Credit Card	Visa
87	Charged	\$98.87	\$1.95	Credit Card	Visa
55	Charged	\$38.87	\$1.95	Credit Card	Visa
87	Charged	\$36.87	\$1.05	Credit Card	Visa
07	Charged	\$88.10	\$1.87	Credit Card	Visa
82	Charged	\$88.10	\$1.87	Credit Card	Visa
87	Charged	\$124.10	\$2.84	Credit Card	Visa
74	Charged	\$93.00	\$2.13	Credit Card	Visa
95	Charged	\$83.00	\$2.13	Credit Card	Visa

Email Subscription Example

Create New Subscription

This will create an email subscription for the current saved report.

Subscription Title: Daily Visa Payments

Repeat: Daily

Repeat every: 1 days

Start Date: 06/06/2018 at 11:00 AM

End Date: [] at [] Optional (leave empty if no end)

Empty Reports: Receive Discard

Modify Additional Subscribers
Only users who may receive the report are listed.

Unsubscribed Users	Subscribed Users
[Blurred list of users]	bob fred marian

Click on a user to subscribe or unsubscribe

Save Cancel

26.6 The Tax Office experienced twelve (12) credit card chargebacks las fiscal year. Explain in detail how credit card chargebacks, voids and refunds are processed from when the transaction is initiated to when the customer receives the funds or the transaction is completed. For refunds, include the length of time before the customer receives their funds.

Reducing Credit Card Chargebacks

Chargebacks can be mitigated but not altogether prevented. Because PaymentExpress will fight the chargeback on the County's behalf, and provides clear bank/card statement descriptions, uses duplicate payment protection methods, displays clear convenience fee warnings and descriptions, and provides very proactive customer service for payer questions and issues we are able to keep our chargeback rate at a very low 0.001% (less than 1 in 100,000 payments are charged back). This is **10-30 times lower** than the industry standard. Based on the County's chargeback volume of 12 chargebacks in the last 12 months, we expect **PaymentExpress will reduce your chargeback rate by over 90%, to 1-2 chargebacks a year.**

We provide full service to resolve any chargeback issues, including contacting the payer by telephone and email to explain the charge. We also provide a designated contact person to manage chargebacks for the County. This results in Grant Street successfully winning over 50% of chargebacks on our clients' behalf.

In the event of a retrieval request/chargeback/adjustment, the transaction and all relevant details are recorded in the PaymentExpress chargeback reporting system, and all subsequent activity and deadlines are also logged and tracked.

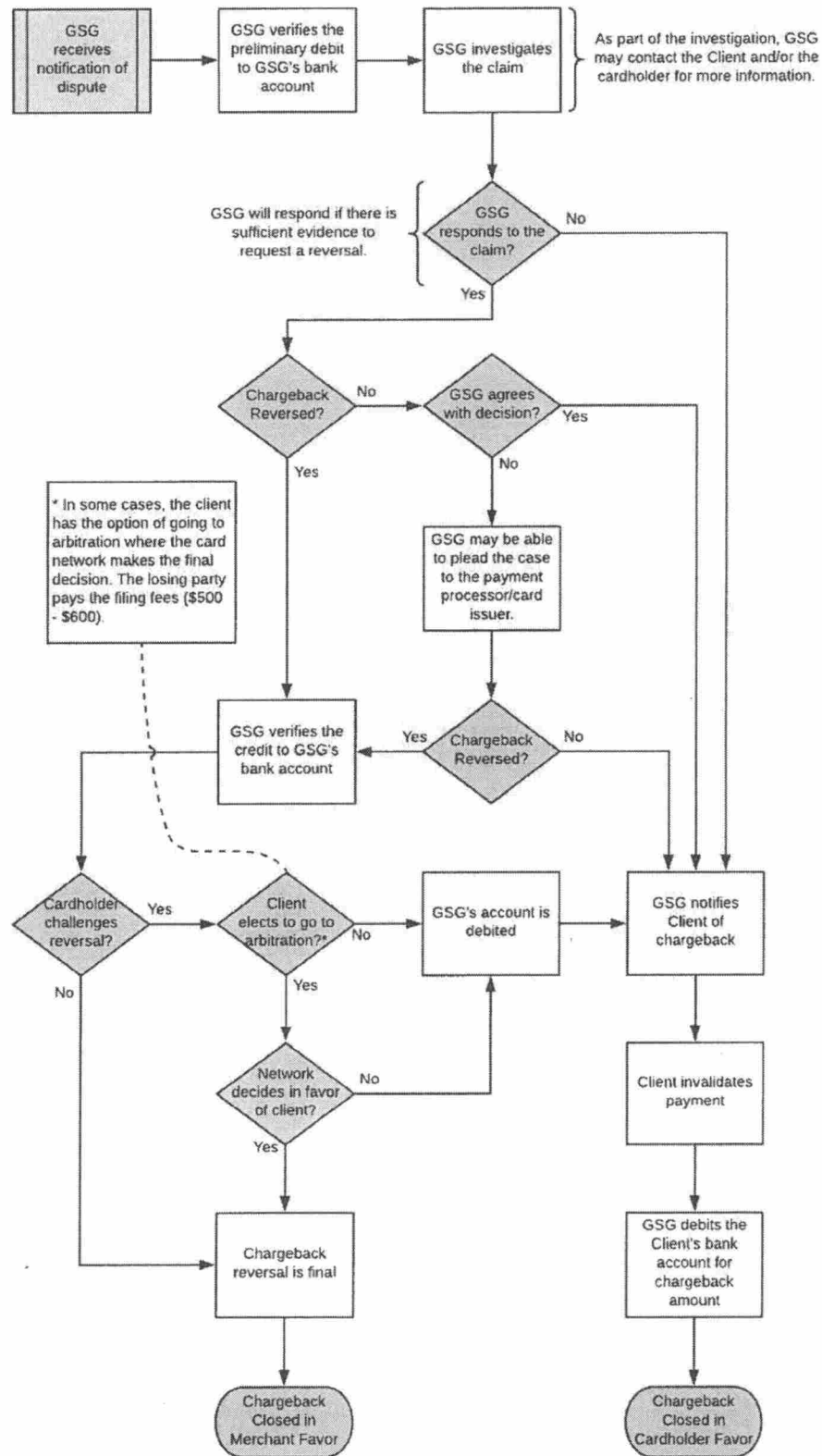
We review the cardholder's claim, research the transaction, and may contact the County and/or the cardholder for more information. In many instances, we can resolve a dispute by speaking to the cardholder and providing transaction details. We provide a written response to the card issuer, including copies of receipts and other relevant documentation. If a chargeback reversal is denied, we first satisfy ourselves that all appropriate steps have been taken before notifying the County to invalidate payment.

Card Chargeback Process

1. 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.**
2. Grant Street receives chargeback notice (from Worldpay or American Express)
3. Grant Street reviews and gathers information about transaction
4. Grant Street submits response to reverse chargeback
 - a. Reversal request denied -- CLOSED IN CARDHOLDER'S FAVOR
 - or--
 - b. Representment to Card Issuer and we get provisional credit pending final determination by Card Issuer..
5. Deadline passes with no notice from card issuer -- CLOSED IN MERCHANT'S FAVOR
- or--
6. Receive pre-arbitration/2nd chargeback notice
 - a. Merchant accepts chargeback -- CLOSED IN CARDHOLDER'S FAVOR
 - or--
 - b. Merchant provides additional compelling evidence and goes to arbitration
7. Final ruling made by Card Association:
8. Only in the event that the Card Association's final ruling (Step 7) is in favor of the cardholder 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.

A diagram of the chargeback process follows.



Differences Between Card Brand Chargeback Processes

Visa, MasterCard and Discover: The process for retrieval requests, chargebacks, and adjustments for Visa, MasterCard, and Discover transactions are similar. We import this activity from Worldpay on a daily basis and automatically update the PaymentExpress chargeback reporting system. Grant Street's responses for Visa, MasterCard and Discover are submitted online to Worldpay's IQ system. The response deadlines for these card brands are the same: 20 days for PIN debit adjustments, 30 days for retrieval requests and 30-45 days for chargebacks.



American Express: American Express notifies Grant Street directly via email of retrieval requests, chargebacks, and adjustments and the data is manually recorded in the PaymentExpress chargeback reporting. Grant Street's written response is submitted directly to American Express using their online chargeback reporting system. The response deadline for American Express is 20 days for both retrieval requests and chargebacks.



Handling Refunds

Voids represent the reversal of a card payment after the issuing bank has authorized the transaction, but before funds are settled. Voids must be performed same day prior to midnight, Central time. Refunds represent the reversal of a card payment after funds have been received from the issuing bank that approved the original transaction. Requests for voids or refunds are sent in as "reversal" requests to PaymentExpress. These requests are forwarded by PaymentExpress to the card processor. Any reversal request received prior to midnight Central time will be treated as a void. Any requests after midnight will be treated as refunds. Successful void requests will prevent funds from being transferred from the issuing bank that approved the original transaction. Refund requests require settlement initiation and the movement of money between entities back to the issuing bank, a process that customarily takes between two and three business days, depending on the issuing bank.

When a payment is voided, the cardholder will at most see the authorization and subsequent removal of that authorization on their card statement in any online portal through which they might access their account. Authorization requests and reversals will not appear on the cardholder's final statement. When a payment is refunded, the cardholder will see the original transaction and subsequent refund on their card statement, reflecting changes in their available balance.

Reversal requests may be sent over the API to PaymentExpress (i.e., from the ACT system). The reversal request structure required by PaymentExpress will not change regardless of whether it is a void or refund. The request type (i.e., void or refund) is determined by PaymentExpress and is driven by whether fund settlement has already occurred. PaymentExpress forwards the appropriate request to its card processor. PaymentExpress also includes functionality to perform voids and refunds within the application itself for users with appropriate permissions (as determined by the County).

Option to Refund Full or Partial Amounts

Confirmation 13193712191

County: San Bernardino County
 Department: Tax Collector
 Location: Internet
 Account Holder: Jane Taxpayer
 111 Main Street
 San Bernardino, CA 92348
 United States
 655535585
 susanna.morgan@grantstreet.com

Posted Date: 06/22/2017 10:51 AM EDT
 Received Via: Online
 # of Items: 1
 Cart Amount: \$ 65.63
 Fee: \$ 1.95
 Total: \$ 67.58

Receipt

Shopping Cart						
#	Type	Category	Description	Amount	Fee	
1974066350	TAX PMT	Tax	TAX PMT APR 1974066350, Bill # 123	\$ 65.63	\$ 1.95	[Void] [Refund]
Payments						
Action	Status	Via	Account Information	Amount	Fee	
Charge	Complete	Credit Card	Visa CC# ***1111	\$ 65.63	\$ 1.95	[Void] [Refund]
Subtotal:				\$ 65.63	\$ 1.95	
Total (Payment + Fee):				\$ 67.58		

Refund This Item

Full Item Refund (\$ 65.63)

Partial Item Refund (between \$ 0.00 and \$ 65.63)

Close Refund

PaymentExpress has permission controls to restrict refund initiation to authorized County personnel. In the example below, the "Cashier" role cannot initiate refunds, voids, or invalidate a payment. Individual roles and associated permissions can be customized for the County.

Role Based Access Controls

Roles

+ New Role

Options Refresh CSV Display: Data Only Show 25 records

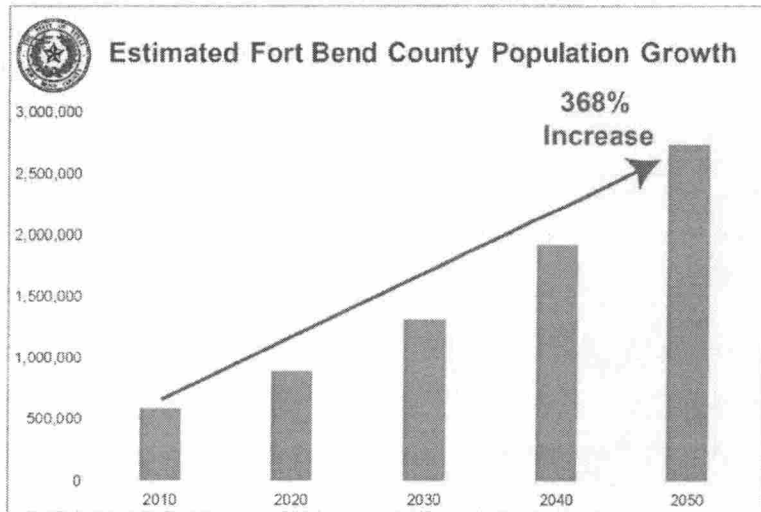
Display Name	Edit Access Level	# Users	Actions
Administrator	GSG	23	View, Copy
Standard User	GSG	3	Edit, Copy, Shared Reports
Report Viewer	GSG	8	Edit, Copy, Shared Reports
Cashier	GSG	17	Edit, Copy, Shared Reports
Accounting	GSG	0	Edit, Copy, Remove, Shared Reports
Supervisors	Department	1	Edit, Copy, Shared Reports
Cashier, No Void/Refund/Invalidate	GSG	63	Edit, Copy, Shared Reports

26.7 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 27.0. 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.

Agreed and Compliant.

Equipment and Supplies

PaymentExpress allows citizens to make in-person payments using point-of-sale (POS) terminals via chip (EMV) cards, by swiping cards, and contactless payments. We will provide up to 300 POS devices, free of charge for the duration of the contract. Section 27 of this RFP shows that 52 units are currently needed, however, we will provide the County with spare POS units so that any broken units can be quickly replaced by the County. Furthermore, with up to 300 devices available to the County, the County will be able to increase its office footprint (via expansion of existing offices or opening new locations) without additional equipment cost. The University of Houston's Hobby School of Public Affairs 2017 report¹ estimated that Fort Bend County's population will increase by 368%, or more than 2.1 million people, by 2050 if current migration trends continue. This is an example of how we plan to support Fort Bend's needs today, and in the future.



¹ http://www.uh.edu/class/hobby/cpp/white-paper-series/docs/hspa-white-paper-series_no.-11.pdf

Please see our response to *Questions 26.14.2, 26.14.3 and 26.14.4* for more details regarding the proposed POS, chip enabled devices. These devices support acceptance of debit cards with or without a PIN, as well as credit cards. These devices will be owned and maintained by the County with ownership reverting back to Grant Street upon contract termination. In the case of a malfunctioning or damaged device, Grant Street will ship a replacement device to the County at no cost.

Signage

We provide marketing support as needed, including website/banner advertising and announcements, promotional signs, mailing inserts, debit/credit card logo decal stickers, in-office handouts, and distributing press releases to targeted recipient lists or via wire services.

As just one example, we can provide custom signage to specify which payment methods are accepted, and the convenience fees/other charges for each payment method. We can provide signage in English and in Spanish.



AHORA ACEPTANDO		
Discover	Discover	VISA
Tarjetas de Debito PIN	Tarifa fija de \$2.95	
Tarjetas de Credito	Monto de la transacción	Arancel
	\$0.00 to \$150.00	\$1.95
	\$150.01 to \$250.00	\$2.90
	\$250.01 to \$350.00	\$3.85
	\$350.01 to \$450.00	\$4.80
	\$450.01 to \$550.00	\$5.75
	\$550.01 to \$650.00	\$6.70
	\$650.01 to \$750.00	\$7.65
	\$750.01 to \$850.00	\$8.60
	\$850.01 to \$950.00	\$9.55
	\$950.01 to \$1050.00	\$10.50
	\$1050.01 to \$1150.00	\$11.45
	\$1150.01 to \$1250.00	\$12.40
	\$1250.01 to \$1350.00	\$13.35
	\$1350.01 to \$1450.00	\$14.30
	\$1450.01 to \$1550.00	\$15.25
	\$1550.01 to \$1650.00	\$16.20
	\$1650.01 to \$1750.00	\$17.15
	\$1750.01 to \$1850.00	\$18.10
	\$1850.01 to \$1950.00	\$19.05
	\$1950.01 to \$2050.00	\$20.00
	\$2050.01 to \$2150.00	\$20.95
	\$2150.01 to \$2250.00	\$21.90
	\$2250.01 to \$2350.00	\$22.85
	\$2350.01 to \$2450.00	\$23.80
	\$2450.01 to \$2550.00	\$24.75
	\$2550.01 to \$2650.00	\$25.70
	\$2650.01 to \$2750.00	\$26.65
	\$2750.01 to \$2850.00	\$27.60
	\$2850.01 to \$2950.00	\$28.55
	\$2950.01 to \$3050.00	\$29.50
	\$3050.01 to \$3150.00	\$30.45
	\$3150.01 to \$3250.00	\$31.40
	\$3250.01 to \$3350.00	\$32.35
	\$3350.01 to \$3450.00	\$33.30
	\$3450.01 to \$3550.00	\$34.25
	\$3550.01 to \$3650.00	\$35.20
	\$3650.01 to \$3750.00	\$36.15
	\$3750.01 to \$3850.00	\$37.10
	\$3850.01 to \$3950.00	\$38.05
	\$3950.01 to \$4050.00	\$39.00
	\$4050.01 to \$4150.00	\$39.95
	\$4150.01 to \$4250.00	\$40.90
	\$4250.01 to \$4350.00	\$41.85
	\$4350.01 to \$4450.00	\$42.80
	\$4450.01 to \$4550.00	\$43.75
	\$4550.01 to \$4650.00	\$44.70
	\$4650.01 to \$4750.00	\$45.65
	\$4750.01 to \$4850.00	\$46.60
	\$4850.01 to \$4950.00	\$47.55
	\$4950.01 to \$5050.00	\$48.50
	\$5050.01 to \$5150.00	\$49.45
	\$5150.01 to \$5250.00	\$50.40
	\$5250.01 to \$5350.00	\$51.35
	\$5350.01 to \$5450.00	\$52.30
	\$5450.01 to \$5550.00	\$53.25
	\$5550.01 to \$5650.00	\$54.20
	\$5650.01 to \$5750.00	\$55.15
	\$5750.01 to \$5850.00	\$56.10
	\$5850.01 to \$5950.00	\$57.05
	\$5950.01 to \$6050.00	\$58.00
	\$6050.01 to \$6150.00	\$58.95
	\$6150.01 to \$6250.00	\$59.90
	\$6250.01 to \$6350.00	\$60.85
	\$6350.01 to \$6450.00	\$61.80
	\$6450.01 to \$6550.00	\$62.75
	\$6550.01 to \$6650.00	\$63.70
	\$6650.01 to \$6750.00	\$64.65
	\$6750.01 to \$6850.00	\$65.60
	\$6850.01 to \$6950.00	\$66.55
	\$6950.01 to \$7050.00	\$67.50
	\$7050.01 to \$7150.00	\$68.45
	\$7150.01 to \$7250.00	\$69.40
	\$7250.01 to \$7350.00	\$70.35
	\$7350.01 to \$7450.00	\$71.30
	\$7450.01 to \$7550.00	\$72.25
	\$7550.01 to \$7650.00	\$73.20
	\$7650.01 to \$7750.00	\$74.15
	\$7750.01 to \$7850.00	\$75.10
	\$7850.01 to \$7950.00	\$76.05
	\$7950.01 to \$8050.00	\$77.00
	\$8050.01 to \$8150.00	\$77.95
	\$8150.01 to \$8250.00	\$78.90
	\$8250.01 to \$8350.00	\$79.85
	\$8350.01 to \$8450.00	\$80.80
	\$8450.01 to \$8550.00	\$81.75
	\$8550.01 to \$8650.00	\$82.70
	\$8650.01 to \$8750.00	\$83.65
	\$8750.01 to \$8850.00	\$84.60
	\$8850.01 to \$8950.00	\$85.55
	\$8950.01 to \$9050.00	\$86.50
	\$9050.01 to \$9150.00	\$87.45
	\$9150.01 to \$9250.00	\$88.40
	\$9250.01 to \$9350.00	\$89.35
	\$9350.01 to \$9450.00	\$90.30
	\$9450.01 to \$9550.00	\$91.25
	\$9550.01 to \$9650.00	\$92.20
	\$9650.01 to \$9750.00	\$93.15
	\$9750.01 to \$9850.00	\$94.10
	\$9850.01 to \$9950.00	\$95.05
	\$9950.01 to \$10050.00	\$96.00
	\$10050.01 to \$10150.00	\$96.95
	\$10150.01 to \$10250.00	\$97.90
	\$10250.01 to \$10350.00	\$98.85
	\$10350.01 to \$10450.00	\$99.80
	\$10450.01 to \$10550.00	\$100.75
	\$10550.01 to \$10650.00	\$101.70
	\$10650.01 to \$10750.00	\$102.65
	\$10750.01 to \$10850.00	\$103.60
	\$10850.01 to \$10950.00	\$104.55
	\$10950.01 to \$11050.00	\$105.50
	\$11050.01 to \$11150.00	\$106.45
	\$11150.01 to \$11250.00	\$107.40
	\$11250.01 to \$11350.00	\$108.35
	\$11350.01 to \$11450.00	\$109.30
	\$11450.01 to \$11550.00	\$110.25
	\$11550.01 to \$11650.00	\$111.20
	\$11650.01 to \$11750.00	\$112.15
	\$11750.01 to \$11850.00	\$113.10
	\$11850.01 to \$11950.00	\$114.05
	\$11950.01 to \$12050.00	\$115.00
	\$12050.01 to \$12150.00	\$115.95
	\$12150.01 to \$12250.00	\$116.90
	\$12250.01 to \$12350.00	\$117.85
	\$12350.01 to \$12450.00	\$118.80
	\$12450.01 to \$12550.00	\$119.75
	\$12550.01 to \$12650.00	\$120.70
	\$12650.01 to \$12750.00	\$121.65
	\$12750.01 to \$12850.00	\$122.60
	\$12850.01 to \$12950.00	\$123.55
	\$12950.01 to \$13050.00	\$124.50
	\$13050.01 to \$13150.00	\$125.45
	\$13150.01 to \$13250.00	\$126.40
	\$13250.01 to \$13350.00	\$127.35
	\$13350.01 to \$13450.00	\$128.30
	\$13450.01 to \$13550.00	\$129.25
	\$13550.01 to \$13650.00	\$130.20
	\$13650.01 to \$13750.00	\$131.15
	\$13750.01 to \$13850.00	\$132.10
	\$13850.01 to \$13950.00	\$133.05
	\$13950.01 to \$14050.00	\$134.00
	\$14050.01 to \$14150.00	\$134.95
	\$14150.01 to \$14250.00	\$135.90
	\$14250.01 to \$14350.00	\$136.85
	\$14350.01 to \$14450.00	\$137.80
	\$14450.01 to \$14550.00	\$138.75
	\$14550.01 to \$14650.00	\$139.70
	\$14650.01 to \$14750.00	\$140.65
	\$14750.01 to \$14850.00	\$141.60
	\$14850.01 to \$14950.00	\$142.55
	\$14950.01 to \$15050.00	\$143.50
	\$15050.01 to \$15150.00	\$144.45
	\$15150.01 to \$15250.00	\$145.40
	\$15250.01 to \$15350.00	\$146.35
	\$15350.01 to \$15450.00	\$147.30
	\$15450.01 to \$15550.00	\$148.25
	\$15550.01 to \$15650.00	\$149.20
	\$15650.01 to \$15750.00	\$150.15
	\$15750.01 to \$15850.00	\$151.10
	\$15850.01 to \$15950.00	\$152.05
	\$15950.01 to \$16050.00	\$153.00
	\$16050.01 to \$16150.00	\$153.95
	\$16150.01 to \$16250.00	\$154.90
	\$16250.01 to \$16350.00	\$155.85
	\$16350.01 to \$16450.00	\$156.80
	\$16450.01 to \$16550.00	\$157.75
	\$16550.01 to \$16650.00	\$158.70
	\$16650.01 to \$16750.00	\$159.65
	\$16750.01 to \$16850.00	\$160.60
	\$16850.01 to \$16950.00	\$161.55
	\$16950.01 to \$17050.00	\$162.50
	\$17050.01 to \$17150.00	\$163.45
	\$17150.01 to \$17250.00	\$164.40
	\$17250.01 to \$17350.00	\$165.35
	\$17350.01 to \$17450.00	\$166.30
	\$17450.01 to \$17550.00	\$167.25
	\$17550.01 to \$17650.00	\$168.20
	\$17650.01 to \$17750.00	\$169.15
	\$17750.01 to \$17850.00	\$170.10
	\$17850.01 to \$17950.00	\$171.05
	\$17950.01 to \$18050.00	\$172.00
	\$18050.01 to \$18150.00	\$172.95
	\$18150.01 to \$18250.00	\$173.90
	\$18250.01 to \$18350.00	\$174.85
	\$18350.01 to \$18450.00	\$175.80
	\$18450.01 to \$18550.00	\$176.75
	\$18550.01 to \$18650.00	\$177.70
	\$18650.01 to \$18750.00	\$178.65
	\$18750.01 to \$18850.00	\$179.60
	\$18850.01 to \$18950.00	\$180.55
	\$18950.01 to \$19050.00	\$181.50
	\$19050.01 to \$19150.00	\$182.45
	\$19150.01 to \$19250.00	\$183.40
	\$19250.01 to \$19350.00	\$184.35
	\$19350.01 to \$19450.00	\$185.30
	\$19450.01 to \$19550.00	\$186.25
	\$19550.01 to \$19650.00	\$187.20
	\$19650.01 to \$19750.00	\$188.15
	\$19750.01 to \$19850.00	\$189.10
	\$19850.01 to \$19950.00	\$190.05
	\$19950.01 to \$20050.00	\$191.00
	\$20050.01 to \$20150.00	\$191.95
	\$20150.01 to \$20250.00	\$192.90
	\$20250.01 to \$20350.00	\$193.85
	\$20350.01 to \$20450.00	\$194.80
	\$20450.01 to \$20550.00	\$195.75
	\$20550.01 to \$20650.00	\$196.70
	\$20650.01 to \$20750.00	\$197.65
	\$20750.01 to \$20850.00	\$198.60
	\$20850.01 to \$20950.00	\$199.55
	\$20950.01 to \$21050.00	\$200.50
	\$21050.01 to \$21150.00	\$201.45
	\$21150.01 to \$21250.00	\$202.40
	\$21250.01 to \$21350.00	\$203.35
	\$21350.01 to \$21450.00	\$204.30
	\$21450.01 to \$21550.00	\$205.25
	\$21550.01 to \$21650.00	\$206.20
	\$21650.01 to \$21750.00	\$207.15
	\$21750.01 to \$21850.00	\$208.10
	\$21850.01 to \$21950.00	\$209.05
	\$21950.01 to \$22050.00	\$210.00
	\$22050.01 to \$22150.00	\$210.95
	\$22150.01 to \$22250.00	\$211.90
	\$22250.01 to \$22350.00	\$212.85
	\$22350.01 to \$22450.00	\$213.80
	\$22450.01 to \$22550.00	\$214.75
	\$22550.01 to \$22650.00	\$215.70
	\$22650.01 to \$22750.00	\$216.65
	\$22750.01 to \$22850.00	\$217.60
	\$22850.01 to \$22950.00	\$218.55
	\$22950.01 to \$23050.00	\$219.50
	\$23050.01 to \$23150.00	\$220.45
	\$23150.01 to \$23250.00	\$221.40
	\$23250.01 to \$23350.00	\$222.35
	\$23350.01 to \$23450.00	\$223.30
	\$23450.01 to \$23550.00	\$224.25
	\$23550.01 to \$23650.00	\$225.20
	\$23650.01 to \$23750.00	\$226.15
	\$23750.01 to \$23850.00	\$227.10
	\$23850.01 to \$23950.00	\$228.05
	\$23950.01 to \$24050.00	\$229.00
	\$24050.01 to \$24150.00	\$229.95
	\$24150.01 to \$24250.00	\$230.90
	\$24250.01 to \$24350.00	\$231.85
	\$24350.01 to \$24450.00	\$232.80
	\$24450.01 to \$24550.00	\$233.75
	\$24550.01 to \$24650.00	\$234.70
	\$24650.01 to \$24750.00	\$235.65
	\$24750.01 to \$24850.00	\$236.60
	\$24850.01 to \$24950.00	\$237.55
	\$24950.01 to \$25050.00	\$238.50
	\$25050.01 to \$25150.00	\$239.45
	\$25150.0	

County Resources Needed During Implementation

While much of the work will be completed by Grant Street staff, we do require the following from the County during implementation:

- **Project Manager (PM):** The County's project manager will be the primary contact throughout the project. The PM will be required to plan, schedule, facilitate, and track the progress for all activities assigned to County project staff. The County's PM and Grant Street's PM will work collaboratively to ensure project success.
- **Subject Matter Experts (SMEs):** Each department will be required to assign an SME to the project. Each SME will educate Grant Street on current business processes, work collaboratively with Grant Street Business Analysts (BAs) to define enhancements and changes required to existing business processes, and participate in integration testing, planning, and execution; and go live planning and execution.
- **Software Developers:** The role and effort required of County software developers will depend on decisions made during the Solution Design phase.
- **Information Technology Services (ITS):** ITS responsibilities include, but are not limited to, the County's role for implementing secure data exchange, firewall changes required to implement secure system communications, and installation of device drivers (GWA - Grant Street's Windows Application) onto cashiering workstations to enable communication between a browser and cashiering PIN pad.
- **Office Administration/Location Manager/Hardware Administrators:** This role may be filled by ITS and includes physical installation of PIN pad hardware and verification of communication between each cashiering browser and PIN pad. In addition this role is responsible for placement of credit and debit card signage at each cashiering location and participating in go live planning and execution.
- **Trainers:** In certain cases the County may be asked to provide training on PaymentExpress to County staff. The role of County trainers, if applicable, will be decided during project planning.
- **Cashiers and Accounting Staff:** Cashiers and accounting staff will receive required training prior to each department go live.
- **System Administrators:** System Administrators will be responsible post go live for defining and managing user roles as required.

Activity/Task	County Manpower Hours Estimate
Project Management	24-40 Hours per Week
Kickoff Meeting and JIRA and Confluence Training	4 Hours per Office
Subject matter expert (SME) in the areas of cashiering, balancing, and reconciliation, and accounting to work with our team to complete requirements gathering.	40 Hours per Office
Solution Design and Development/Integration.	The effort required on both sides will depend on the decisions made during the Solution Design phase.
IT support throughout the project	80 Hours

Assist with developing integration and acceptance test plans	8 Hours per Office
Completion of integration testing.	16 Hours per Office
Cashiering, Accounting, Reports, and Admin Training	4 Hours per Trainer and Trainee
Deployment of POS equipment and signage.	4 Hours per Office
Go-Live Planning and Support	8 Hours per Office

Implementation Timeline

Implementation timeframes depend upon number of vendors we have to work with, cooperation from third-party vendors, project scope, and functionality required.

We have provided a preliminary County project plan that would see the Tax Assessor-Collector's office live on PaymentExpress in seven weeks. A detailed project plan will be developed jointly between the County and Grant Street at project initiation.

We support multiple ways to achieve secure data exchange between our systems and will work with the County to determine the best method(s) to integrate with your current ACT Tax Collection system. However, integration can be one of the most significant areas of project delay risk, and we would monitor these components closely during project implementation.

Should any deliverables not be achieved during the stated time period, the start of the next time period will be delayed until they are completed. For example:

- If the County and its third-party vendors have not signed off on an Interface Design Specification (IDS) by the end of Week 1, Development (scheduled to begin in Week 2) will be delayed until an IDS is finalized and approved.
- If changes required to a third-party or internal system are not successfully unit tested by Week 5, Integration Testing (scheduled for Week 6) will be delayed until third-party or internal system unit testing is complete.

Time Period	Activities
Notice to Proceed through Week 1	<p>Requirements Gathering</p> <p>Deliverables (Grant Street):</p> <ul style="list-style-type: none"> • Project Plan • Initial Business Processes • Solution Design • Interface Design Specification <p>Deliverables (County and third-party vendors):</p> <ul style="list-style-type: none"> • Project Plan Approval • Solution Design Approval • Interface Design Specification (IDS) Approval • Funds Transfer Information (e.g. bank accounts)
Weeks 2 - 5	<p>Development</p> <p>Deliverables (Grant Street):</p> <ul style="list-style-type: none"> • Revised Business Processes • Training Plan • Merchant Identification Number (MID) Set-up and Live Payment Testing

- Solution Development
- Successful Unit Testing of PaymentExpress Solution
- Communications Testing

Deliverables (County and third-party vendors):

- Third Party or Internal System Software Changes
- Successful Unit Testing of Third Party or Internal System Software Changes
- Training Scheduling

Deliverables (County and Grant Street):

- Successful test of the install of GWA (Grant Street's browser to PIN pad communication drivers).
- Successful testing of browser to pin pad communication.
- Successful deployment and testing of the install of GWA and PIN pad communication across all POS cashiering workstations.

Weeks 6 - 7

Testing and Revisions

Deliverables (Grant Street):

- Integration Testing
- Training Delivery
- Final Business Processes
- Go-Live Plan
- Support Plan

Deliverables (County and third-party vendors):

- Integration Testing
- Training Participation
- Final Business Process sign-off

Go-Live (end of week 7)

Go-Live

Deliverables (Grant Street):

- Go-Live
- Go-Live Support

Training

To ensure a successful PaymentExpress implementation, Grant Street conducts one or more formal training classes that cover all features and functions of PaymentExpress. Classes are tailored to each group of employees' needs and are taught by expert Grant Street staff. Training is conducted either onsite or via web conference and County staff will have access to the internet, computers with a web browser installed, and an overhead projector and screen. A training class can be offered multiple times depending on number of staff to be trained and requirements of the County.



Training topics cover all functions necessary to use PaymentExpress:

- **Administration:** preferences, password management, adding, modifying and removing users, notifications
- **Cashiering:** posting, checking out, receipts, voids, refunds, POS device installation
- **Dashboard:** viewing payments, using charts
- **Reporting:** viewing standard reports, creating ad-hoc reports, downloading and printing reports

In addition, County staff will receive the PaymentExpress User Guide to accompany each class.

We will also make available to County staff a Beta site for testing site configuration, system features, and new functionality prior to being deployed in the Production environment. This Beta site is available for the duration of the agreement providing safe environments for testing, training, and practice.

Training will be provided at no cost to the County and will be arranged at mutually agreeable times.

As new features and functions are added to PaymentExpress over time, Grant Street will offer additional training on new functionality upon request.

We have provided a sample three day training agenda, but topics and timing will be mutually agreed upon with the County during implementation.

Sample Training Agenda

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

Adhering to County Travel Policy

Grant Street has reviewed and agrees to the County Travel Policy.

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

No Cost to County. PaymentExpress is a zero cost payment solution for the County. All costs are paid in the form of customer convenience fees. In addition to all services setup at no cost to the County, there are also no monthly or invoiced costs to the County, including no cost to the County for the following:

- Free hardware (both receipt printing and PIN pad hardware)
- Free software
- Free chargeback management
- Free training
- Free software upgrades
- Free reporting
- Free signage for point of sale locations, indicating card brands accepted and convenience fee rates
- Free interface development
- Free PIN debit equipment with P2PE and contactless
- Free IVR implementation
- No fees per chargeback event
- No charge for returned e-checks

26.10 Provide a copy of your Service Level Agreement, to include, call center location, response time for connectivity issues, and communication methods for problem alerts and resolutions.

Service Level Agreement

1. **Availability Standards:** System, server, and network availability percentage guarantees are exclusive of scheduled maintenance times.
2. **System Availability:** The System is normally available twenty-four (24) hours per day and seven (7) days per week.
3. **System Maintenance:** Any required Maintenance downtime is scheduled to occur after Midnight and before 5:00 a.m. on weekdays, excluding nationally recognized holidays, or after Midnight and before 8:00 a.m. on weekends.
4. **Priority of Events:** An "Event" means an incident whereby the System is either not working or its operation is inconsistent with the original specifications. Events are divided into categories, Priority 1, 2, and 3 as further defined below.
 - "Priority 1 - Critical Business Impact Event" means the impact of the reported defect is such that the Customer or third party users are unable to either use the System or reasonably continue work using the System.
 - "Priority 2 - Significant Business Impact Event" 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 the Customer's productivity and/or service level.
 - "Priority 3 - Some Business Impact Event" means features of the System are not working properly. Customer impact is minimal loss of operational functionality but the System can still operate.

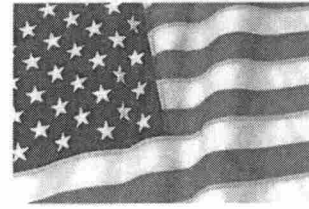
Grant Street responds to Priority 1 Events within one hour of notification, to Priority 2 Events within four hours of notification and to Priority 3 Events within 1 day of notification.

Client Communication/Notifications

Clients receive email alerts when an issue is discovered that impacts the client operationally – including outages. Regular updates will be sent as well as notification when the issue is resolved. PaymentExpress team members prepare incident reports for any system outages – detailing cause, timeline and steps taken to resolve the issue. These reports are shared with clients.

Call Center Locations

Our bilingual (English and Spanish) Software Support Team is 100% U.S. based with operations in Pittsburgh, Pennsylvania and Anaheim, California. The Software Support Team is staffed by full-time Grant Street employees; we do not outsource any customer support to third parties. Calls and emails to the Software Support Team are routed to individual support staff based upon skill profiles, so that the most knowledgeable staff for that particular area handles customer inquiries.



Response Time for Connectivity Issues

Technical Support for County Staff

Day-to-day support for PaymentExpress is provided by a team of Business Analysts who are experts in the PaymentExpress application. All PaymentExpress Business Analysts can provide expert support for most inquiries. Additionally, selected Business Analysts, in particular those who were involved in the initial implementation for the County, will have particular training and expertise in specific interfaces, use cases, and customizations to PaymentExpress used by the County, and can provide expert support on these unique areas. PaymentExpress Business Analysts work directly with our Software Developers to design, build, and test improvements to PaymentExpress, so the County's changing business needs will be incorporated into ongoing PaymentExpress software development.

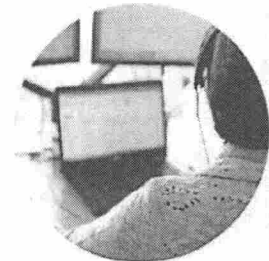
This team of multiple experts ensures that the County's needs can be met at any time, regardless of one individual's availability.

Support for County calls 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 24 hours a day, 365 days a year.



Escalation

In addition to this team of expertly trained Business Analysts, one individual will be assigned as a Relationship Manager for the County. This relationship manager will serve as an escalation point and primary point of contact for the County throughout the life of the contract. They will be responsible for ensuring that the County's needs are being met, addressing any concerns with the product or service, and keeping the County informed of relevant developments in PaymentExpress or the payments industry overall. They will also visit the County onsite each year. We will assign the County an experienced relationship manager once contract negotiations begin.



Any or all of the Grant Street management and executive team form an additional point of escalation. Our Business Analysts and Relationship Managers will involve managers/executives when they feel it is necessary or when requested by the County.

Customer Service for the County's Customers (Payers)

Grant Street provides support for County payers through our Software Support Team, comprised of employees qualified to promptly answer questions transmitted via telephone, email, or other electronic means. We provide live bilingual customer support (English and Spanish) via a toll-free help line. The Software Support Team can also be reached via email. The Software Support Team for customer (cardholder) calls is available from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday. Calls to the toll free number seeking assistance outside of those hours are directed to leave a voicemail message, which receive a prompt response the following business day.

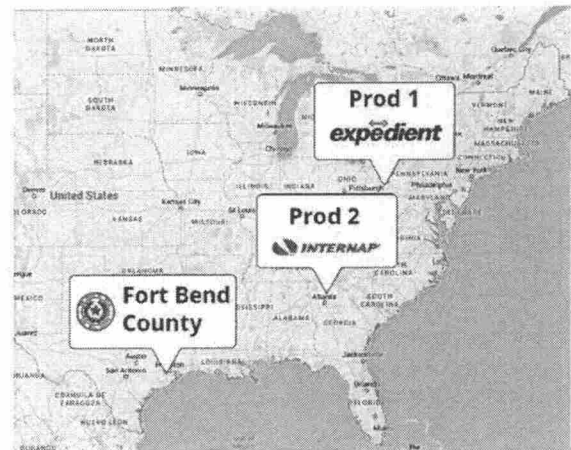
26.11 Provide details of any data breach your company experienced within the past five (5) years. Provide the changes that have been made to prevent this from happening in the future.

Grant Street has never experienced an electronic or physical security breach. We carry \$5M of Cyber coverage through AIG, the market leader in the Cyber market. Our policy includes third party (client) Security and Privacy Liability coverage designed to provide coverage for loss incurred related to a data breach. The County can be named as an additional insured.

In the event of a breach of a client's network, PaymentExpress would support our client by offering the 24/7 assistance of our Incident Response Team as well as our Qualified Security Assessor. As part of our PCI Level 1 Certification, Grant Street has developed a formal plan for notifications if our ability to do business has been compromised. If Grant Street must implement its Disaster Recovery Plan and failover to backup servers, the County would be immediately notified and updated periodically as the situation was resolved.

26.12 Provide details regarding your disaster recovery plan.

Since 1997, Grant Street clients have enjoyed greater than 99.9% uptime. We have extensive business continuity plans in place which exceed traditional disaster recovery setup. We purchase and maintain the servers and network equipment that run our applications, which are located at world-class data centers: in Pittsburgh (Production 1) and Atlanta (Production 2). We can seamlessly switch between sites without user or service impact. This architecture increases capacity and maintains high-availability even at the busiest times. Both data centers provide 24/7 staffing, physical security, dual uninterruptible power supplies, backup diesel generator, and redundant internet backbone connections among other first-class amenities. The internal redundant network mesh provides 100% guaranteed internet connectivity.



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 in order to minimize downtime as a result of a 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 in order to use resources efficiently and to be able to quickly add new servers.

The disaster recovery environment includes backup servers with up-to-date copies of software required to run PaymentExpress as well as a replicated database, updated in real-time, typically no more than two seconds behind the primary databases. In the event of a complete outage of the data center in Pittsburgh, the disaster recovery environment at the data center in Atlanta can be up and running as the PaymentExpress production environment in as little as five minutes. The disaster recovery card data environment is identical to the production environment with the exception of redundancy. It maintains the same level of security controls. Traffic passing between the production and disaster recovery environments is encrypted and passed over an IPSEC VPN tunnel.

Grant Street actively monitors production and test environments using industry standard platforms such as Nagios IT Infrastructure monitoring and Cacti/RRDtool data logging and network graphic systems. The backup applications in our disaster recovery environments are served continuously from a secondary URL and monitored 24/7/365.

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

Compliant. PaymentExpress provides real-time confirmation of card transactions, both in the API and reporting.

26.14 Point of Sale Transactions: Point of sale payments at the counter will not interface with software. The Tax Office currently uses Verifone VX520 and VX805 devices. Devices shall be standalone credit card machines and generate receipts 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.

Compliant. Grant Street will provide all equipment to the County at no cost, so that separate receipts can be printed for the customer and tax office, and also a separate PIN pad for customer to swipe/dip their card and enter their PIN.

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

Compliant. All PaymentExpress receipts presented on the web, sent via email, or printed itemize the transaction amount and convenience fee separately.

Convenience Fees Itemized Separately

Fort Bend County: Payment Confirmation

no-reply@payment-express.net via grantsstreet.com
to john.doe@example.com

Your payment was successful.

Fort Bend County
TAX ASSESSOR-COLLECTOR
Office of Faleo Schultz

1117 Ferguson Highway, Suite A
Richmond, TX 77446-3678
Ph: 281-351-3710

Confirmation # 987654321

Transaction Details		Items Paid																
Payment Date:	07/01/2018 5:27 PM ET	Item	Description Amount															
Receipt:	Tax Collector-Assessor	Property Taxes	AB12345678901CD \$ 1,600.00															
Location:	Internet	Property Taxes	EF08765432109GH \$ 500.00															
Received Via:	Online																	
		<table border="1"> <thead> <tr> <th colspan="3">Payments</th> </tr> <tr> <th>Payment</th> <th>Account</th> <th>Paid</th> </tr> </thead> <tbody> <tr> <td>Credit Card</td> <td>Discover Card ****5804</td> <td>\$ 2,000.00</td> </tr> <tr> <td colspan="2">Convenience Fee:</td> <td>\$ 47.88</td> </tr> <tr> <td colspan="2">Total Charges:</td> <td>\$ 2,047.88</td> </tr> </tbody> </table>		Payments			Payment	Account	Paid	Credit Card	Discover Card ****5804	\$ 2,000.00	Convenience Fee:		\$ 47.88	Total Charges:		\$ 2,047.88
Payments																		
Payment	Account	Paid																
Credit Card	Discover Card ****5804	\$ 2,000.00																
Convenience Fee:		\$ 47.88																
Total Charges:		\$ 2,047.88																

Paid By
John Doe
john.doe@example.com

The payment will appear on your statement as "FORT BEND COUNTY - TAX PAYMENT". The fee may appear separately as "GSG-FORT BEND COUNTY".

For more information on County payments, please visit our website at www.fortbendcountytx.gov.

Fort Bend County
TAX ASSESSOR-COLLECTOR
Office of Faleo Schultz

Confirmation 987654321

Receipt

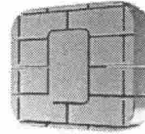
Charge	Amount	Credit Card	Convenience Fee	Total
Property Taxes	\$ 1,600.00			\$ 1,600.00
Property Taxes	\$ 500.00			\$ 500.00
Credit Card	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Convenience Fee	\$ 47.88		\$ 47.88	\$ 47.88
Total Charges:	\$ 2,047.88			\$ 2,047.88

Return to Fort Bend County Tax Assessor-Collector website.

VISA MCGRAW HILL DISCOVER

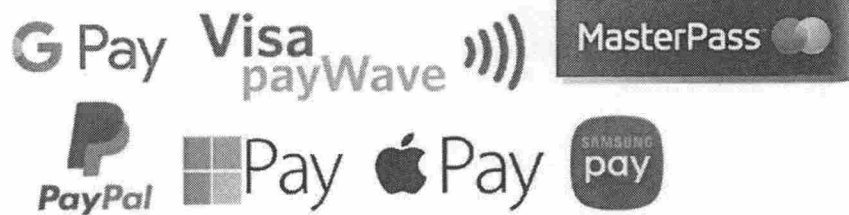
26.14.2 Devices must accept chip cards.

Compliant. Our solution accepts chip cards, and only one transaction is needed for each transaction. Unlike other solutions, **we can support all transaction types as a single transaction for your customer, AND deposit the funds directly in the County's bank account. Many other solutions cannot do this.**



Accepting Chip Card Payments

PaymentExpress POS units are EMV (chip or smart card) enabled, contactless (NFC) enabled, and support all contactless payment methods such as Google Pay, Apple Pay, MasterPass, Samsung Pay, Microsoft Pay, Visa payWave, PayPal contactless, and others.



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

Compliant. PaymentExpress does not require a second transaction for the convenience fee. Convenience fees are displayed to customers on the screen before proceeding with payment.



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

Compliant. Our standard unit is the Ingenico iPP320, as shown to the right. The proposed Ingenico iPP320 units are EMV enabled and have the following options and specifications



Connectivity

- USB (preferred option)
- RS232 Serial Port
- Ethernet

Power Supply

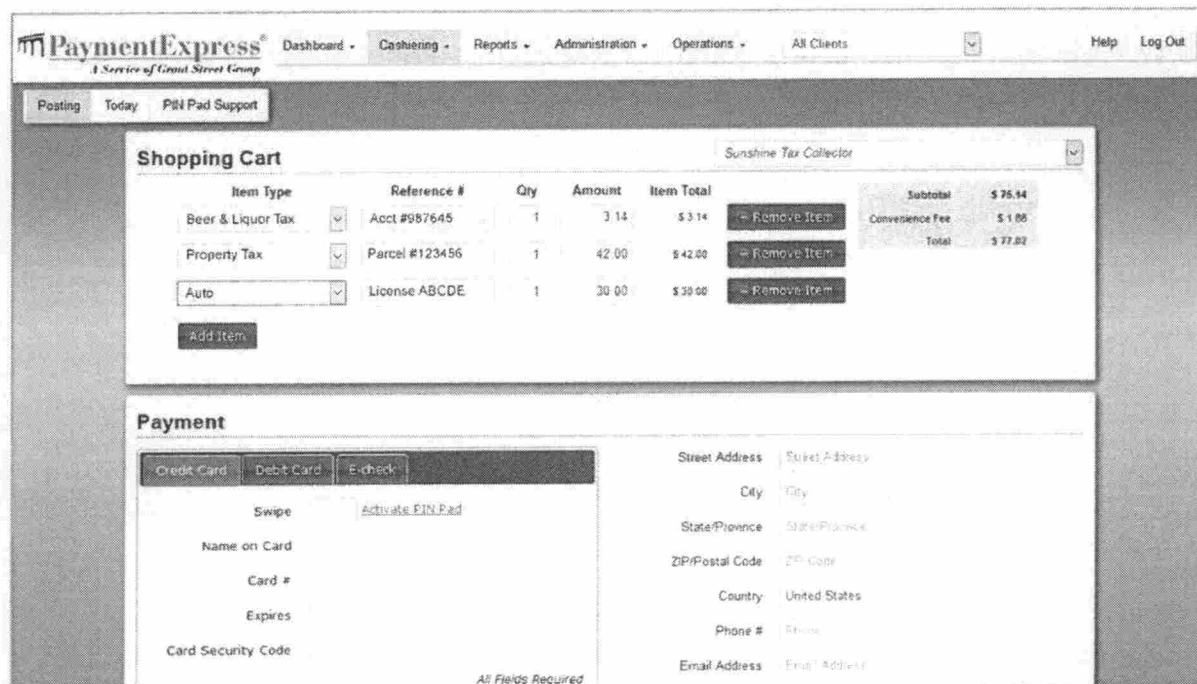
- Powered USB (preferred option)
- Powered RS232
- Powered Ethernet
- External power supply option

Terminal Size

- 6.61" x 3.26" x 1.57

26.14.5 POS devices must be able to process payments for multiple departments (ie. Auto, property, beer & liquor) and reports must be available broken down by the departments.

Compliant. Our devices can process payments for multiple departments, and payments will be broken down by department in reporting.



We can configure PaymentExpress to show different lists of item types (e.g., auto, property, beer & liquor) based on the specific cashier or department, so that only relevant item types are shown for each cashier.

Once the payer has selected the bills to pay on the client's site, they are redirected to the PaymentExpress shopping cart page.

The PaymentExpress shopping cart includes the option for a Spanish translation. If a payer selects the Spanish translation option, all text and help images for the remainder of the payment process will be displayed in Spanish.

Fort Bend County
TAX ASSESSOR-COLLECTOR
Office of Patsy Schultz

1 Shopping Cart & Payment 2 Verify Payment 3 Payment Receipt

English

Shopping Cart

Item Type	Reference #	Amount	Subtotal	Convenience Fee	Total
TAXES	4812345678901000	1,500.00	1,500.00	1.00	1,501.00
			Subtotal	1,488.92	
			Convenience Fee	1.00	
			Total	1,489.92	

Warning: This shopping cart will expire today at 11:59 PM. If you can't access it before you complete your payment, you will need to start over at www.fortbendcounty.gov.

The Fort Bend County Tax Collector does not retain any portion of the convenience fee.

English Translation

Fort Bend County
TAX ASSESSOR-COLLECTOR
Office of Patsy Schultz

1 Carrito de compras y Pago 2 Verificar Pago 3 Recibo de Pago

Spanish

Carrito de compras

Tipo de artículo	Nº de referencia	Cantidad	Subtotal	Cargos de conveniencia	Total
TAXES	4812345678901000	1,500.00	1,500.00	1.00	1,501.00
			Subtotal	1,488.92	
			Cargos de conveniencia	1.00	
			Total	1,489.92	

Advertencia: Este carrito de compras expirará hoy a las 11:59 pm. Si no puedes acceder antes de completar su pago, tendrá que comenzar de nuevo en www.fortbendcounty.gov.

El Estimador/Recaudador de impuestos del Condado de Fort Bend no retiene ninguna parte del cargo de conveniencia.

Spanish Translation

Once on the shopping cart page, the payer is not able to change the amount due or the reference number for any of the bills selected; the payer will see their cursor change to a slash icon whenever hovering over those fields. All of the payment fields for credit card or e-check details remain editable below.

Payer Redirected to Payment Site: Item Type, Amount Due and Reference Number Not Editable

Fort Bend County
TAX ASSESSOR-COLLECTOR
Office of Patsy Schultz

1 Shopping Cart & Payment 2 Verify Payment 3 Payment Receipt

Shopping Cart

Item Type	Account Number	Amount	Subtotal	Convenience Fee	Total
Property Taxes	AB12345678901000	1,500.00	2,000.00	47.80	2,047.80
Property Taxes	EF98765432109GH	500.00			
			Subtotal	\$ 2,000.00	
			Convenience Fee	\$ 47.80	
			Total	\$ 2,047.80	

Step 1: Shopping Cart and Payment

The shopping cart displays all bills selected for payment, and fields required for paying via credit/debit or e-check. After entering all payment information, customer clicks "Continue".

Convenience fees are clearly presented prior to any card or e-check payment.

Fort Bend County
TAX ASSESSOR-COLLECTOR
 Office of Patsy Schultz

1 Shopping Cart & Payment 2 Verify Payment 3 Payment Receipt

Shopping Cart Fort Bend County, TX

Item Type	Account Number	Amount	
Property Taxes	AB12345678901CD	1,500.00	Subtotal \$ 2,000.00 Convenience Fee \$ 47.80 Total \$ 2,047.80
Property Taxes	EF98765432109GH	500.00	

Payment

Credit Card E-Check

Name on Card: _____

Card #: _____

Expires: _____

Card Security Code: _____

All Fields Required

All Fields Required

Street Address: _____

City: _____

State/Province: _____

ZIP/Postal Code: _____

Country: United States

Phone #: _____

Email Address: _____

Your email address will only be used for communications concerning your payment and will not be shared with third parties.

Continue

Credit Card E-Check

Name on Card: JOHN DOE

Card #: *****5804

Expires: *****

Card Security Code: ***

Card Security Code Location for Visa, MasterCard, and Discover Cards

All Fields Required

Credit Card E-Check

Name on Card: _____

Card #: _____

Expires: _____

Card Security Code: _____

All Fields Required

PaymentExpress automatically displays the appropriate help image for credit card or e-check payments.

Grant Street Group

RFP 19-023 Credit Card Processing Services

41

Step 2: Verify Payment

All payment fields are locked so customer can review payment information prior to clicking "Submit Payment".

Fort Bend County
TAX ASSESSOR-COLLECTOR
 Office of Patsy Schultz

1 Shopping Cart & Payment 2 **Verify Payment** 3 Payment Receipt

Verify Payment Fort Bend County, TX

Please look over all the information below and verify that it is correct. By clicking the Submit Payment button you agree to have your account charged to make this payment. The following screen will display your receipt and include a confirmation number for your records.

Shopping Cart

Item Type	Tax Year and Key Number	Amount	Subtotal \$ 2,000.00
Property Taxes	AB12345678901CD	1,500.00	Convenience Fee \$ 47.80
Property Taxes	EF98765432109GH	500.00	Total \$ 2,047.80

Payment

<p>Credit Card XXXXXXXXXX</p> <p>Name on Card: <input type="text" value="John Doe"/></p> <p>Card #: <input type="text" value="Discover Card #-5904"/></p> <p>Expires: <input type="text" value="(hidden)"/></p> <p>Card Security Code: <input type="text" value="(hidden)"/></p>	<p>Street Address: <input type="text" value="123 Main Street"/></p> <p>City: <input type="text" value="Sunshine"/></p> <p>State/Province: <input type="text" value="TX"/></p> <p>ZIP/Postal Code: <input type="text" value="78901"/></p> <p>Country: <input type="text" value="United States"/></p> <p>Phone #: <input type="text" value="412-591-5555"/></p> <p>Email Address: <input type="text" value="john.doe@example.com"/></p>
---	---

The "Make Changes" button unlocks all payment fields and allows customers to switch payment methods.

Step 3: Payment Receipt

Customer's payment is complete. They will automatically receive a receipt via email.

Fort Bend County
TAX ASSESSOR-COLLECTOR
 Office of Patsy Schultz

1 Shopping Cart & Payment 2 Verify Payment 3 **Payment Receipt**

Confirmation 987654321

Department: Tax Assessor-Collector
 Location: Internet
 Paid By: John Doe
 123 Main Street
 Sunshine, TX 78901
 United States
 412-391-5555
 john.doe@example.com

Posted Date: 07/01/2018 5:27 PM EDT
 Received Via: Online
 # of Items: 2
 Cart Amount: \$ 2,000.00
 Fee: \$ 47.80
 Total: \$ 2,047.80

[Print Receipt](#)

Receipt

Shopping Cart		Amount	Fee
500047	Property Taxes - AB 12345678901CD	\$ 1,500.00	\$ 35.85
500047	Property Taxes - EF98765432109GH	\$ 500.00	\$ 11.95

Payments		Amount	Fee
Charge	Complete Credit Card Discover Card CC#***5904	\$ 2,000.00	\$ 47.80
Subtotal:		\$ 2,000.00	\$ 47.80
Total (Payment + Fee):		\$ 2,047.80	

[<< Return to Fort Bend County Tax Assessor-Collector website.](#)

Sample Emailed Receipt

Fort Bend County: Payment Confirmation

no-reply@payment-express.net via grantsstreet.com
 to john.doe@example.com

Your payment was successful.

Fort Bend County
TAX ASSESSOR-COLLECTOR
 Office of Patsy Schultz

1317 Eugene Heimann Circle
 Richmond, TX 77469-3623
 Ph: 281-341-3710

Confirmation # 987654321

Items Paid

Item	Description	Amount
Property Taxes	AB12345678901CD	\$ 1,500.00
Property Taxes	EF98765432109GH	\$ 500.00

Payments		
Payment	Account	Paid
Credit Card	Discover Card ***5904	\$ 2,000.00
Convenience Fee:		\$ 47.80
Total Charged:		\$ 2,047.80

Paid By
 John Doe
 john.doe@example.com

The payment will appear on your statement as "FORT BEND COUNTY - TAX PAYMENT". The fee may appear separately as "GSG-FORT BEND COUNTY".

For more information on County payments, please visit our website at www.fortbendcountytexas.gov.

Mobile Payments

PaymentExpress uses responsive web design for easy viewing and completion of mobile payments with smartphones and tablets.

26.15.2 Vendor to have capability to process scheduled future and/or recurring payments.

Compliant. PaymentExpress includes a payment warehousing system which allows payers to submit payment information in advance of a payment due date, and to schedule future recurring payments. Payers can choose to make payments until a bill balance is paid off, or until the payment total reaches a selected dollar amount.

Once a customer has scheduled recurring payments, they have the ability to modify their payment plan to change the frequency of recurring payments, whether the payment will recur on a set day of each month or day of the week, specify an end date, or end their recurring payments.

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

Grant Street will provide online e-check transactions at no fee to the County or payer.

26.15.4 The Tax Office experienced 410 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.

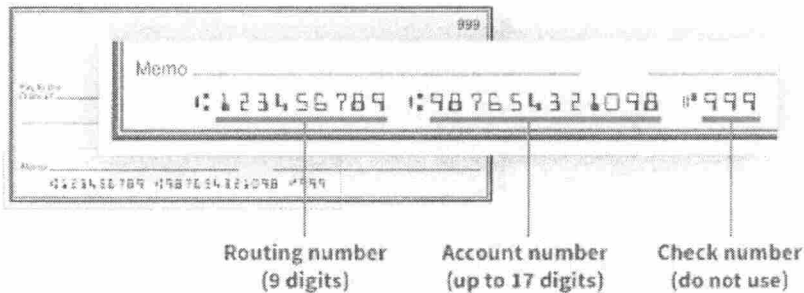
Grant Street is proposing a **zero charge e-check solution** for the County. Grant Street will collect e-check payment information from the payer, as outlined below, and then on a daily basis pass a fully formatted NACHA file to the County's banking services provider (currently Prosperity Bank, and we will work with any other banking services provider the County might use in the future). This means that the County will get the fastest possible settlement time.

E-Check Payment Entry

For e-check payments, PaymentExpress requires payers to enter their account number once, and then confirm their account number. PaymentExpress displays a sample check image during every e-check transaction, clarifying where routing number and account numbers appear on payers' paper checks. Account numbers are hidden as they are entered, and no details can be cut or pasted into confirmation fields. This and other best practice workflow produces an e-check return rate well under 1%.

○ Bank Account

E check payments can only be made from **regular U.S. checking or savings accounts** in U.S. dollars. Most checks issued from money market accounts, credit card companies, mutual funds, brokerage accounts, home equity or other lines of credit **cannot** be processed as an e-check. Please verify with your financial institution that there is no alternate routing number required for e-check payments.



SAMPLE CHECK ONLY - Your check layout may vary.

PaymentExpress has integrated e-check processing, which means that the payer's e-check payment is shown real-time in reporting. This includes:

1. Real-time reporting for e-check payments
2. E-check returns are brought into PaymentExpress' reporting upon return notification from payer's bank
3. The County will have control and granularity for each individual returned e-check payment for both reporting and bank account activity (this makes accounting and reconciliation much easier)
4. Real-time email notification for returned e-check payments are sent to payers informing them of the specific reason for their failed e-check payment (e.g. insufficient funds)

Payments: E-check returns

Date	Client	Location	Transaction #	Confirmation #	Status	Amount	Payment Type	E-check Routing	E-check Four	E-check Account Type	ACH Code	ACH Reason
2018-09-07 8:16am	Broward	Internet	11027260		Invalidated	\$ 476.20	e-check			Checking	R01	Insufficient funds
2018-09-04 8:14am	Broward	Internet	11320478		Invalidated	\$ 45.00	e-check			Checking	R03	No bank account / unable to locate account
2018-08-31 8:10am	Broward	Internet	11316404		Invalidated	\$ 653.05	e-check			Checking	R01	Insufficient funds
2018-08-31 8:15am	Broward	Internet	11219261		Invalidated	\$ 216.00	e-check			Checking	R01	Insufficient funds
2018-08-30 8:15am	Broward	Internet	11317266		Invalidated	\$ 32.00	e-check			Checking	R03	No bank account / unable to locate account

E-Check Settlement Time

For electronic check payments, the timeframe for settlement will be determined by the NACHA file generation and transmission frequency specified by the County, but it is expected to be less than 24 hours.

Reducing E-Check Returns

PaymentExpress takes extensive measures to reduce the possibility of e-check returns. We verify routing numbers against the Federal Reserve routing number database, which is updated monthly. Before checking the routing number against the Federal Reserve's list of approved routing numbers, PaymentExpress verifies the routing number is 9 digits long and passes the check digit verification. As per NACHA standard format, account numbers can be up to 17 digits long, and this verification is also enforced. PaymentExpress requires remitters to enter their account number once, and then confirm their account number. During every e-check transaction, a sample check image is displayed for the customer, clarifying where the routing number and account numbers appear on their paper checks. Account numbers are hidden as they are entered, and no details can be cut or pasted into the confirmation fields. All of these practices lead to an e-check return rate lower than 1%.

PaymentExpress will automatically contact the payer via email upon notification of a failed ACH/e-check payment. The email will also inform the payer of the return reason and the action they should take.

Our integrated e-check methodology includes providing the payer with an email specifying the reason the e-check was rejected and instructions on how to submit payment, which creates a better payer experience and dramatically reduces payer questions and help desk phone calls.

Returned e-Check Email to Customer

Fort Bend County: Payment Rejected

no-reply@payment-express.net via grantstreet.com
to john.doe@example.com

Your bank has dishonored your e-check. The reason given was:

- Insufficient Funds (R01)

If your e-check was rejected for non-sufficient funds, you
Please contact us at 281-341-3710 if you need further assistance.

Your bank has dishonored your e-check. The reason given was:

- Insufficient Funds (R01)

Return Confirmation #987654321

Transaction Details	Adjustments		
Payment Date: 07/01/2018 5:27 PM ET	Original Amount	Amount Returned	Total Balance Remaining
Return Date: 07/08/2018 9:15 AM ET	Charged to Your Account	to Your Account	Charged to Your Account (if any)
Recipient: Tax Assessor-Collector	Payment: \$ 50.00	\$ 50.00	\$ 0.00
Location: Internet	Total: \$ 50.00	\$ 50.00	\$ 0.00
Received Via: Automatic Payment			
Payment Type: e-check			
Account Information: CHASE BANK Acct #***1234			

Paid By

John Doe
john.doe@example.com

Please provide a replacement payment by using one of the following methods of payment:

- Pay in person using a credit card, PIN debit card, cash, money order, or certified funds check at one of the [Tax Assessor-Collector Office Locations](#).
- Mail a money order or certified funds check made payable to "Fort Bend County Tax Assessor-Collector" to P.O. Box 1028, Sugar Land, TX 77487-1028.

These validations have helped PaymentExpress lower the e-check return rate across all clients to 0.9% for the last 12 months. Based on the County's estimated volume of 410 e-check returns in a year provided in Q&A #1, we expect **PaymentExpress will reduce the County's current e-check return rate by more than 25%.**

E-Check Return Process

1. County's banking services provider (Prosperity Bank) informs Grant Street of all dishonored e-Checks via a returns file.
2. Grant Street updates PaymentExpress reporting with returned e-checks and emails payers with the reason for the return (e.g. insufficient funds), and tells the payer what action to take next.
3. Grant Street notifies the County of dishonored e-check transactions via subscription reports, or county users can see all returns via PaymentExpress reporting.
4. Either County manually cancels e-check tender in Tax Collection System (ACT), or PaymentExpress interfaces with ACT to cancel tender (if tax collection system supports such an interface).
5. Prosperity Bank debits the County's bank account for dishonored e-check amount, in the same manner as Prosperity Bank debits County for other dishonored check types.
6. Once debit hits the County's bank account, process is complete.

The entire e-check process is automated, where the return reason and any incorrect account details are available in reporting. All batch and settlement information, including returned e-checks, can be emailed by subscription report to individual or group recipients.

Sample Returned E-Check Report

Payment Items								
Date	Department	Location	Transaction #	Amount	Payment Type	Card Brand	ACH Code	ACH Reason
last 30 days	Choose...				e-check	Choose...		
2013-12-30 9:17am	Tax Collector	Internet	123456789	\$432.49	e-check		503	No Bank account / unable to locate account
2013-12-29 9:06pm	Tax Collector	Internet	987654321	\$3,194.05	e-check		801	Insufficient funds

26.15.5 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.

Compliant.

Handling a High Volume of Transactions

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. We use load-balanced web servers for redundancy and scalability. This infrastructure includes virtualization of application and database servers to allow faster, more flexible allocation of resources and greater scalability.

Today, PaymentExpress processes over 10 million credit card, debit card, and e-check transactions annually, totaling over \$5 billion, however our system is capable of processing over 5 million transactions *daily* (i.e., almost 2 billion transactions annually).

Designed for Scalability

PaymentExpress is highly scalable and can accommodate large spikes in payment activity without impacting service performance. System load testing indicates that PaymentExpress can handle at least 23 times its peak payment volume without any service disruption. This would amount to 144,000 credit/debit card transactions per hour. If we assume that 50% of transactions are ACH transactions, the number increases to 216,000 combined transactions per hour. Grant Street monitors and is alerted to bandwidth usage as we near the committed rate. Upon receiving an alert, a variety of actions can take place to ensure continued site availability, such as blocking offending IPs or disabling non-critical services.



Please see *Question 26.12* for information on Disaster Recovery.

Volume of transactions processed for three busiest days for each of the last three years

Note: we have interpreted "busiest" to mean the highest number of payments received that day, irrespective of the cumulative dollar volume of the payments.

Year	Date	Number of Payments	Dollar Volume Processed
2018	11/30/2018	78,636	\$184,162,813.92
2018	11/26/2018	63,304	\$134,468,690.80
2018	11/29/2018	59,869	\$151,163,783.29
2017	11/30/2017	60,688	\$157,204,841.74
2017	12/29/2017	58,177	\$62,631,809.29
2017	11/27/2017	57,129	\$125,948,113.44
2016	11/30/2016	47,918	\$126,761,286.99
2016	11/28/2016	47,225	\$111,958,140.86
2016	11/29/2016	43,371	\$123,325,560.85

Tab 2 Fees

RFP 18-099
Exhibit I: Fees

On-Line Credit	<u>2.09%</u> per transaction <u>\$1.00</u> minimum transaction fee
Face to Face Pin Debit	0% per transaction <u>\$2.50</u> per transaction fee
Face to Face Credit	<u>2.09%</u> per transaction <u>\$2.50</u> minimum transaction fee
Settlement time for E-check	<u>24</u> hours
Settlement time for Credit Cards	<u>24</u> hours

All equipment (PIN pads and receipt printers) will be provided to the County at no cost.

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 recent projects 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.

Project Overviews and References

PaymentExpress specializes in supporting e-payment services for government entities, and especially County Tax Collectors. The clients in our portfolio will attest to our professionalism, dedication, and commitment to client satisfaction. Our ethos is "software that works to help government work better". We encourage you to speak to any of our clients, but have provided a few samples below as requested by your RFP.

Our three most recent implementations similar in scope to Fort Bend were for the Bay County Tax Collector, Hernando County Tax Collector, and Collier County Tax Collector. All these recent implementations happen to be Florida based county tax collectors, but we can provide references for other County tax collectors located in a number of other states, upon request.

Please note: due to the recent fallout from Hurricane Michael it may be difficult to reach our contacts at Bay County. We suggest email as the preferred communication channel, and have included an extra reference from Douglas County Treasurer, Nebraska County in the event the Bay County Tax Collector's Office cannot be reached.

*Please note that the County requested that we provide three (3) **MOST RECENT** projects, which we have done. We can also provide other references of clients that have been working with us for over 9 years.*

Client Name: Bay County Tax Collector, Florida	
Project Dates: May 2018 - Present	Client Project Manager Information: Name: Mr. Cory Godwin Title: Deputy Tax Collector Address: 850 W 11th Street Panama City, FL 32401 Phone: (850) 248-8501 Email: cgodwin@baytaxcollector.com
Services: <ul style="list-style-type: none"> • Property Tax, Motor Vehicles • Online, POS 	Technical Environment: <ul style="list-style-type: none"> • PaymentExpress application - electronic payment processing for online and point-of-sale payments • DataVault application - secure card data storage and tokenization service • Point of sale, Web Redirect XML API, IVR system with RESTful JSON API • Ingenico iPP320 POS devices, with EMV chip, Contactless (NFC), and PIN Debit enabled. • PCI DSS Level 1 Certified, Point-to-Point Encryption, 256-bit TLS. • Reduced merchant PCI DSS scope.

Project Description: Located in Florida's panhandle, Bay County is home to Panama City and over 180,000 citizens. The Bay County Tax Collector chose PaymentExpress as its new payment processor in February 2018, and began processing tax payments over the counter and online vehicle registration renewal payments in May 2018. The Bay County Tax Collector will begin processing online tax payments with PaymentExpress in 2019, following a conversion to a new tax collection system.



CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

In the six months since switching to PaymentExpress, the Bay County Tax Collector's office has processed over \$4 million in payments from 35,000 transactions with PaymentExpress. We estimate their annual volume will exceed \$15 million from 76,000 transactions.

Client Name:
Hernando County Tax Collector, Florida

Project Dates:
February 2018 - Present

Client Project Manager Information:

Name: Ms. Tina Faulkingham
Title: Deputy Tax Collector
Address: 20 N. Main St
Room 112
Brooksville FL, 34601
Phone: (352) 540-6493
Email: tinaf@co.hernando.fl.us

Services:

- Property Tax
- Online, POS

Technical Environment:

- PaymentExpress application - electronic payment processing for online and point-of-sale payments
- DataVault application - secure card data storage and tokenization service
- Point of sale, Web Redirect XML API, IVR system with RESTful JSON API
- Ingenico iPP320 POS devices, with EMV chip, Contactless (NFC), and PIN Debit enabled.
- PCI DSS Level 1 Certified, Point-to-Point Encryption, 256-bit TLS.
- Reduced merchant PCI DSS scope.

Project Description: Just north of Tampa on the Gulf Coast, Hernando County is home to over 170,000 citizens, and encompasses the cities of Brooksville and Spring Hill, Florida. PaymentExpress provides the Hernando County Tax Collector's Office with the latest in payments technology, including EMV, contactless (e.g. Apple Pay), and Point-to-Point-Encryption. This allows both ease of use and the highest security standards for Hernando County taxpayers when making payments at each of its three branch locations via credit cards and signature or PIN debit cards, or via online payments via credit cards, debit cards or electronic checks through the Tax Collector's website.

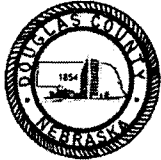


In the eight months since switching to PaymentExpress, the Hernando County Tax Collector's office has processed over \$8.5 million in payments from 43,000 transactions annually with PaymentExpress. We estimate their annual volume will be over \$16 million from 78,000 transactions.

Client Name: Collier County Tax Collector, Florida	
Project Dates: August 2017 - Present	Client Project Manager Information: <i>Name:</i> Hon. Larry Ray <i>Title:</i> Tax Collector <i>Address:</i> Government Complex 3291 Tamiami Trail East Naples, FL 34112 <i>Phone:</i> (239) 252-8350 <i>Email:</i> lray@colliertax.com
Services: <ul style="list-style-type: none"> • Property Tax, Tourist Tax, Motor Vehicles • Online, POS 	Technical Environment: <ul style="list-style-type: none"> • PaymentExpress application - electronic payment processing for online and point-of-sale payments and tokenization service • DataVault application - secure card data storage and tokenization service • Point of sale, Web Redirect XML API, IVR system with RESTful JSON API • Ingenico iPP320 POS devices, with EMV chip, Contactless (NFC), and PIN Debit enabled. • PCI DSS Level 1 Certified, Point-to-Point Encryption, 256-bit TLS. • Reduced merchant PCI DSS scope.
<p>Project Description: Collier County, Florida is located in southwestern Florida on the Gulf coast, and is home to over 321,000 residents. The Collier County Tax Collector's Office switched to PaymentExpress in 2017, increasing the security of payments, upgrading their payment technology (including adding chip and contactless payments), and offering more payment options for their customers - all at no cost to the Tax Collector.</p> <p>The Collier County Tax Collector's office now processes over \$101 million in payments from 152,000 transactions annually with PaymentExpress.</p>	



Client Name: Douglas County, NE	
Project Dates: March 2014 - Present	Client Project Manager Information: <i>Name:</i> Hon. John Ewing Jr. <i>Title:</i> County Treasurer <i>Address:</i> 1819 Farnam St. H03 Omaha, NE 68102 <i>Phone:</i> (402) 444-7503 <i>Email:</i> johnjr.ewing@dctreasurer.org
Services: <ul style="list-style-type: none"> • Real Estate, Personal Property, and Motor Vehicles • Online, POS 	Technical Environment: <ul style="list-style-type: none"> • PaymentExpress application - electronic payment processing for online and point-of-sale payments • DataVault application - secure card data storage and tokenization service • Point of sale, Web Redirect XML API, IVR system with RESTful JSON API • Ingenico iPP320 POS devices, with EMV chip, Contactless (NFC), and PIN Debit enabled. • PCI DSS Level 1 Certified, Point-to-Point Encryption, 256-bit TLS. • Reduced merchant PCI DSS scope.
<p>Project Description: The Douglas County Treasurer's Office selected PaymentExpress as the new provider for in-office credit and debit card payments following a competitive procurement process in 2013.</p> <p>We have since expanded our e-payment services to include the County Sheriff's office, with other services possibly transitioning to PaymentExpress in the future. The Douglas County Treasurer and Sheriff's Offices serve over 550,000 citizens. We handle in-person payments (PIN/debit/credit) at five office locations for motor vehicle, real estate, and personal property tax, and web payments for personal property tax. Today, Douglas County processes over \$247 million in payments from 507,000 transactions annually with PaymentExpress.</p>	



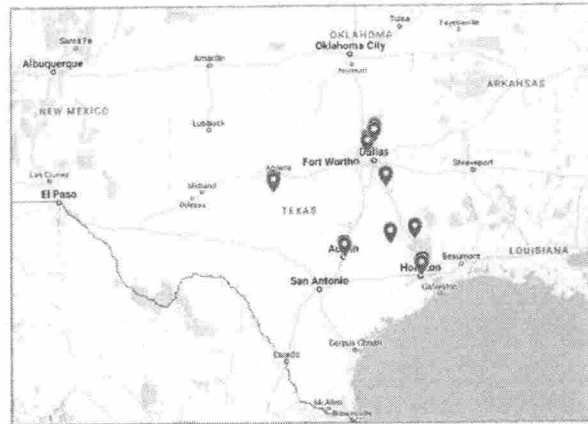
Additional Experience in Texas

As detailed in the Executive Summary, Grant Street Group has over 18 years of experience in the State of Texas. Text below is repeated here for convenience.

City and County Experience

City and counties across Texas have used Grant Street's MuniAuction platform since 2000 to host competitive sales of various debt and investment instruments. Over the past 18 years, we have helped the following issuers in Texas sell \$674 million in bonds, \$7.2 billion in notes, and \$21.5 billion in Guaranteed Investment Contracts (GICs):

- City of Austin, TX
- City of Celina, TX
- City of College Station, TX
- City of Coppell, TX
- City of Corsicana, TX
- City of Houston, TX
- City of Huntsville, TX
- City of Lewisville, TX
- Harris County, TX
- State of Texas
- Town of Prosper, TX



State Experience

Since August 2004, Grant Street has hosted a private label website for the Texas Comptroller of Public Accounts, www.TRANTexas.com, for the sale of tax and revenue anticipation notes. In the past 14 years, we have conducted 13 TRAN auctions for the Comptroller's Office for a total volume of \$86.8 billion.

<https://comptroller.texas.gov/about/media-center/news/2018/180822-trans.php>

home » about » media center » news » 2018



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR IMMEDIATE RELEASE
August 22, 2018

Texas Comptroller Glenn Hegar Announces High Demand for Texas Short-Term Notes

(AUSTIN) — Texas Comptroller Glenn Hegar announced today's sale of \$7.2 billion in Texas Tax and Revenue Anticipation Notes (TRAN) received a net interest rate of 1.84 percent.

"The tremendous demand for these notes is directly related to Texas' conservative cash management and solid fiscal policies, which allowed the state to earn the highest possible short-term ratings ahead of this sale," Hegar said. "With bids totaling nearly four times the amount offered, it's clear the market is confident that Texas remains a solid investment."

The Comptroller's office received 65 bids worth \$27.4 billion, 3.8 times the amount offered for sale. Money from the sale of TRAN is used to help fund expenditures such as public-school payments made early in the fiscal year, before the arrival of tax revenues later in the year.

The \$7.2 billion in notes from today's sale will be repaid on Aug. 29, 2019.

Grant Street also hosts a private label Certificate of Deposit auction site, www.BidTX.com, for the Texas Comptroller. To date, the Comptroller has conducted 243 online auctions of jumbo CDs, totaling \$170 billion, including \$16 million in additional earnings since its inception.

The screenshot shows the BidTX Investment Auction Website interface. At the top, there is a star icon and the text "BidTX Investment Auction Website". Below this, the "State of Texas" logo is displayed, followed by the name "Glenn Hegar" and his title "Texas Comptroller of Public Accounts". The main navigation menu consists of several buttons: "INTRODUCTION", "INSTRUCTIONS", "GUIDELINES", "REGISTRATION", "DEMO", "AUCTION", "RESULTS", "NEWS", and "FAQ". At the bottom left, it says "Powered by GRANT STREET GROUP Software That Works®". At the bottom right, there are links for "Comptroller.Texas.Gov", "Contact Us", "Privacy and Security Policy", and "Accessibility Policy".

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 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.

The County project team will consist of:

- **PaymentExpress Product Manager** with overall responsibility for e-payment services.
- **Project Manager** responsible for successful completion of the project.
- **Relationship Manager** relationship begins as early as the contract negotiation stage or during the initial implementation project kickoff meeting and lasts for the duration of the contract.
- **Business Analyst** leads development of business processes, training, and integration testing.
- **PaymentExpress Technology Lead (Software Engineer)** oversees system architecture and direct product development activities. Also leads interface design specification development.
- **PaymentExpress Software Developers/Programmers** implement business process requirements.
- **Quality Assurance** ensures adherence to project management processes, and leads product testing.

Brief bios for each member of the project team and contact information for similar projects are included below.

Key Personnel	
<p>Relationship Management Team for Fort Bend County</p>	<p>Phil Runyard, <i>PaymentExpress Product Manager</i></p> <p>Mr. Runyard is the PaymentExpress Product Manager, responsible for product strategy and business development. He has been involved in every PaymentExpress implementation since September 2009.</p> <p>Mr. Runyard joined Grant Street in September 2009. Prior to joining Grant Street, Mr. Runyard worked in London as an Assistant Vice President for Structured Products at Credit Suisse First Boston, and as a Financial Analyst at National Australia Bank. His most recent position was as Project Manager, leading the development and deployment of financial systems to Singapore. Prior to this, he worked for General Electric, primarily focusing on control systems for jet engines.</p> <p>Mr. Runyard received a Bachelor and Master's degree in Mechanical Engineering from the University of Bath in the United Kingdom. He is also an Associate Chartered Management Accountant.</p> <p>Relevant Projects:</p> <p>Phil has served as Product Manager for every PaymentExpress implementation since 2009. Three notable recent projects which Phil has worked on include:</p> <ol style="list-style-type: none"> 1. Sacramento County, California 2. Ohio Bureau of Motor Vehicles 3. San Bernardino County, California <p>Janine Hyatt, <i>Relationship Manager</i></p>

	<p>Ms. Hyatt joined Grant Street Group in January 2014 as a Business Analyst supporting TaxSys, Grant Street's tax collection system. In August 2018, she transitioned into business development and relationship management role for PaymentExpress.</p> <p>Prior to joining Grant Street, Janine was a Vice President of Fixed Income at Piper Jaffray, where she specialized in working with public entities throughout California.</p> <p>Janine earned a Bachelor of Arts degree in Government from Claremont McKenna College in Claremont, California.</p> <p>Relevant Projects:</p> <ol style="list-style-type: none"> 1. Sacramento County, California 2. San Bernardino County, California 3. New Mexico Taxation and Revenue Department <p>Project Advisor Ian Yorty, Chief Business Development Officer</p> <p>Mr. Yorty, Grant Street's Chief Business Development Officer, will help facilitate contract negotiations and monitor Grant Street's ongoing commitment to complete client satisfaction.</p> <p>Mr. Yorty joined Grant Street in January 2008. Prior to joining Grant Street, he worked for Miami-Dade County, Florida for ten years serving in various financial and management capacities including Assistant County Manager and as County Tax Collector.</p> <p>Ian received a Bachelor of Arts in Political Science from the University of Missouri-Columbia, and a Masters of Public Administration from Missouri State University.</p> <p>Ian is located in Jupiter, Florida.</p> <p>Relevant Projects: Ian has served as a Project Advisor for all PaymentExpress implementations to date. Three notable projects which Ian has worked on include:</p> <ol style="list-style-type: none"> 1. Collier County Tax Collector, Florida 2. Ohio Bureau of Motor Vehicles 3. Bay County Tax Collector, Florida
<p>Operations</p> <p>Erin Lowry <i>Operations Manager</i></p>	<p>Ms. Lowry joined Grant Street in April 2007. After nearly ten years working on TaxSys (the last four of those as Product Manager), Erin moved to the PaymentExpress team in January 2017. Within PaymentExpress, Erin is engaged in operations management, product development, and new customer implementation management.</p> <p>Prior to joining Grant Street, Erin worked as an Instructor in the Computer Science department at the University of California, Berkeley. Before working at UC Berkeley, she served as a Research Assistant at Carnegie Mellon University, working in causal and statistical reasoning and automated proof search.</p> <p>Erin received a Bachelor of Science Degree in Logic & Computation with University Honors from Carnegie Mellon University.</p> <p>Relevant Projects:</p> <ol style="list-style-type: none"> 1. Sacramento County, California 2. State of New Mexico Taxation and Revenue Department 3. Jefferson County, Alabama

<p>Technology Lead</p> <p>Jon Smith PaymentExpress Technology Lead</p>	<p>Mr. Smith began his professional career as a Software Developer with Grant Street in 2008 after graduating from the University of Pittsburgh with a Bachelor's degree in Computer Science.</p> <p>By 2010 he had assumed the role of Auctions Team Lead, where he managed a group of developers tasked with building and maintaining a wide range of applications. During his time as Auctions Team Lead, he oversaw or was directly involved in building several applications, including new auction platforms, single sign-on solutions, and several services to assist with the delinquent property tax life-cycle in the State of Florida.</p> <p>In 2016, Mr. Smith joined the PaymentExpress team as Technology Lead. In this role he is tasked with managing the software development group. This management includes facilitating communication between teams, building and implementing processes to increase efficiency, keeping the team on track for various deadlines, and providing high-level technical direction, among other responsibilities.</p> <p>Prior to his work at Grant Street, Mr. Smith held positions as a Student Programmer at the Pittsburgh Supercomputing Center, and as a Quality Assurance Analyst at a small software firm.</p> <p>Jon is located in Austin, Texas.</p> <p>Relevant Projects:</p> <ol style="list-style-type: none"> 1. Sacramento County, California 2. State of New Mexico Department of Taxation and Revenue 3. Jefferson County, Alabama
<p>Project Management Office</p> <p>Kate Sereno Project Manager Team Lead</p>	<p>Grant Street's Project Management Office manages all significant internal and client projects, sets project management standards company-wide, and utilizes project histories to improve the office's project management capabilities.</p> <p>Kate Sereno will serve as the County's Project Manager. Ms. Sereno joined Grant Street in October 2015 and is currently serving as a Project Manager Team Lead. Previously, Kate was a Business Analyst on the TaxSys product.</p> <p>Prior to joining Grant Street, Kate worked as a Project Manager for a software company that specialized in data collection and management, where she managed the project to move clients from legacy, customized software for State and Federal systems and the transition to newer, web-based implementations. Kate also held several technical and management positions at the Software Engineering Institute at Carnegie Mellon University. At the federally-funded research and development center, she made technical and research contributions in areas such as risk management, software-intensive system acquisition, software quality assurance, technical evaluations and open source software for the Department of Defense, federal agency and intelligence community programs.</p> <p>Kate received her undergraduate degree from Seton Hill University. She has a Masters Certificate in Project Management from the University of Pittsburgh's Katz Graduate School of Business Center for Executive Education.</p> <p>Relevant Projects:</p> <ol style="list-style-type: none"> 1. Jefferson County, Alabama 2. Collier County Tax Collector, Florida 3. Pinellas County Tax Collector, Florida

<p>Daily Operations</p> <p>Diane O'Toole <i>Manager of Daily Operations</i></p>	<p>As PaymentExpress Manager of Daily Operations, Ms. O'Toole is responsible for bank reconciliation, chargeback management, and accounting-related functions. Ms. O'Toole has been with Grant Street since 1995 and has held several positions in her career at the company, and in 2011 joined the PaymentExpress team. Ms. O'Toole previously served as Project Manager for Grant Street's treasury and municipal reinvestment products, including BidOhio, the online Certificate of Deposit (CD) auction site created in 1999 for the investment of the Ohio Treasury's interim funds.</p> <p>Diane has 35 years' experience in the public finance sector. Before joining Grant Street, she was the Vice President and Manager of the Corporate Trust Department at Equibank, at that time a major Pittsburgh bank.</p> <p>Relevant Projects: Diane has served as the Manager for Daily Operations for every PaymentExpress implementation since 2011. Three notable projects Diane has worked on include:</p> <ol style="list-style-type: none"> 1. San Bernardino County Auditor-Controller/Treasurer/Tax Collector, California 2. Miami-Dade County Tax Collector, Florida 3. Collier County Tax Collector, Florida
<p>Customer and Client Support</p> <p>Graham Bartlett <i>Software Support Team Operations Manager</i></p>	<p>Mr. Bartlett joined Grant Street in September 2006. Graham is the Software Support Team's Operations Manager for the company's software products, overseeing and coordinating the activities of the PaymentExpress customer service team. He also monitors the quality of Grant Street's ongoing communications with customers.</p> <p>Prior to joining Grant Street, Graham worked for Sotheby's fine art auctioneers in various project management and business roles in their London and New York offices. He was responsible for supervising large, complicated IT projects involving employees from disparate disciplines. He served as Vice-President of Administration for Sothebys.com and was the Project Manager responsible for the development and deployment of support systems for their online auction operations.</p> <p>In addition, Graham was co-founder and director of Bartlett Cepullio, an appraisals and inventory company based in London.</p> <p>Mr. Bartlett received a Bachelor of Arts degree in English Literature from the University of Lancaster in the United Kingdom.</p> <p>Relevant Projects: Graham has served as the Software Support Team's Operations Manager for every PaymentExpress implementation since 2013. Three notable projects Graham has worked on include:</p> <ol style="list-style-type: none"> 1. Hillsborough County Tax Collector, Florida 2. Ohio Bureau of Motor Vehicles 3. Collier County Tax Collector, Florida

Other specialists who will be assigned to this contract:	
PaymentExpress Business Analysts	Our team of Business Analysts manage client implementations, provide input to software design, facilitate system testing, and provide client support for PaymentExpress.
PaymentExpress Software Developers	Our team of Software Developers is responsible for the overall system architecture, programming, and delivery of fully tested and functional modules and enhancements, translating business requirements and functional specifications into design specifications, bug resolution, issues management, and task management. They will work closely with the Product Manager and Business Analysts on a daily basis to ensure we meet your needs in a timely and efficient manner.
Project Advisors	<p>Fred Burnette, Grant Street's 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 the County's project team.</p> <p>Pierre Denis, Grant Street's 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> <p>Bob O'Neill, Payment Technology Strategist, identifies the state of the art in financial technology to help shape our technology roadmap. Bob works closely with product owners, development teams, and executives to create solutions that help our clients reach their strategic goals. Bob led Grant Street's first PCI DSS Level 1 Service Provider validation and initial PaymentExpress software development.</p>

Relevant Projects - Client Contact Information

Client	Contact Information	Length of Service
Pinellas County Tax Collector, FL	<i>Name:</i> Hon. Carlos Thomas <i>Title:</i> Tax Collector <i>Address:</i> 315 Court Street, 3rd Floor Clearwater, FL 33756 <i>Phone:</i> (727) 464-3451 <i>Email:</i> cthomas@taxcollect.com	10/16/09 - present
Hillsborough County Tax Collector, FL	<i>Name:</i> Hon. Doug Belden <i>Title:</i> Tax Collector <i>Address:</i> 601 E Kennedy Blvd. County Center Bldg, 14th Floor Tampa, FL 33601-1110 <i>Phone:</i> (813) 307-6501 <i>Email:</i> belden@hillstax.org	5/3/13 - present
San Bernardino Auditor-Controller/ Treasurer/Tax Collector, CA	<i>Name:</i> Ms. Diana Atkeson <i>Title:</i> Chief Deputy Tax Collector <i>Address:</i> 268 West Hospitality Lane, First Floor San Bernardino, CA 92415-0360 <i>Phone:</i> (909) 382-3041 <i>Email:</i> diana.atkeson@atc.sbcounty.gov	10/31/14 - present
Ohio Bureau of Motor Vehicles	<i>Name:</i> Ms. Jennifer Day <i>Title:</i> Chief Operating Officer <i>Address:</i> 30 East Broad Street, 9th Flr Columbus, OH 43215 <i>Phone:</i> (614) 387-2834 <i>Email:</i> Jennifer.Day@tos.ohio.gov	6/19/16 - present
Sacramento County, CA	<i>Name:</i> Ms. Peggy Marti <i>Title:</i> Assistant Treasurer <i>Address:</i> Room 1710 700 H Street Sacramento, CA 95814 <i>Phone:</i> (916) 874-6368 <i>Email:</i> martip@saccounty.net	11/16/16 - present
Collier County Tax Collector, FL	<i>Name:</i> Hon. Larry Ray <i>Title:</i> Tax Collector <i>Address:</i> Government Complex 3291 Tamiami Trail East Naples, FL 34112 <i>Phone:</i> (239) 252-8350 <i>Email:</i> lray@colliertax.com	8/24/17 - present
Bay County Tax Collector, FL	<i>Name:</i> Mr. Cory Godwin <i>Title:</i> Deputy Tax Collector <i>Address:</i> 850 W 11th Street Panama City, FL 32401 <i>Phone:</i> (850) 248-8501 <i>Email:</i> cgodwin@baytaxcollector.com	5/8/18 - present

State of New Mexico	<i>Name:</i> Mr. Jerry P. Valdez <i>Title:</i> Deputy Director, New Mexico Motor Vehicle Division <i>Address:</i> 1100 S St Francis Drive Santa Fe, NM 87505 <i>Phone:</i> (505) 827-2296 <i>Email:</i> JerryP.Valdez@state.nm.us	11/3/18 - present
Jefferson County, AL	<i>Name:</i> Keith Crawford <i>Title:</i> Chief Accountant, County Commission <i>Address:</i> 716 Richard Arrington Jr Blvd N Birmingham, AL 35203 <i>Phone:</i> 205-325-8796 <i>Email:</i> crawfordk@jccal.org	11/2/2018 - Revenue Department; Winter 2018 Implementation for all others

Tab 5 Required Forms and Overall Completeness of Submission

Completed Respondent Forms



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Grant Street Group, Inc.	
Business Name (if different from legal name)		
Federal ID # or S.S. #	23-2900536	DUNS # 019719850
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address	339 Sixth Avenue, Suite 1400	
City/State/Zip	Pittsburgh, PA 15222	
Physical Address	339 Sixth Avenue, Suite 1400	
City/State/Zip	Pittsburgh, PA 15222	
Phone/Fax Number	Phone: 412-391-5555 Fax: 412-391-7608	
Contact Person	Phil Runyard, PaymentExpress Product Manager	
E-mail	Phil.Runyard@GrantStreet.com	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____	Certification # _____
	SBE-Small Business Enterprise _____	Certification # _____
	HUB -Texas Historically Underutilized Business _____	Certification # _____
	WBE-Women's Business Enterprise _____	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 <input checked="" type="checkbox"/>	
NAIC's codes (Please enter all that apply)	518210 DATA PROCESSING, HOSTING, AND RELATED SERVICES; 522320 FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES; 541511 CUSTOM COMPUTER PROGRAMMING SERVICES; 541512 COMPUTER SYSTEMS DESIGN SERVICES	
Signature of Authorized Representative		
Printed Name	Daniel J. Veres	
Title	Executive Vice President	
Date		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Completed W9 Form

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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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. Grant Street Group, Inc
	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 checked="" 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) _____ (Positive to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 339 Sixth Avenue, Suite 1400
	6 City, state, and ZIP code Pittsburgh, PA 15222
	7 List account number(s) here (optional) _____
	Requester's name and address (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 <i>How to get a TIN</i> on page 3.	Social security number <table border="1" style="width:100%; text-align: center;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> OR Employer identification number <table border="1" style="width:100%; text-align: center;"> <tr><td>2</td><td>3</td><td>-</td><td>2</td><td>9</td><td>0</td><td>0</td><td>5</td><td>3</td><td>6</td></tr> </table>																					2	3	-	2	9	0	0	5	3	6
2	3	-	2	9	0	0	5	3	6																						
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.																															

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 > 1/10/17
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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/w9.

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 1096 (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 (for 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.

Completed Tax Form/Debt/Residence Certification Form

Job No.: RFP 19-023

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 23-2900536

Company Name submitting Bid/Proposal: Grant Street Group

Mailing Address: 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that Grant Street Group is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Pittsburgh, Pennsylvania.
[Company Name] [City and State]

Created 05/12



Tab 6 Exceptions

Any exceptions to the Proposal requirements shall be identified in the applicable section.

Requirement	Exception
RFP General Terms & Conditions contained in Sections 11.0 through 25.0	Grant Street does not have any exceptions to the general terms and conditions contained in the RFP (sections 11.0 - 25.0). However we would like to point out that the Card Association/Processor rules and the practical application thereof require us to include certain boilerplate additional terms to be incorporated in any resulting contract with the County, if Grant Street would be selected. These boilerplate terms have been satisfactory to, and accepted, by all of our e-payment clients.

Grant Street Group

Corporate Headquarters

339 Sixth Avenue

Suite 1400

Pittsburgh, PA 15222

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

Certificate Number:
 2018-429700

Date Filed:
 11/30/2018

Date Acknowledged:
 07/23/2019

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

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

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 19-023
 Credit card processing services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Veres, Daniel	Pittsburgh, PA United States	X	
	Harrington, Myles	Pittsburgh, PA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)