

**Fort Bend County, Texas  
Request for Proposals**



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

**SUBMIT SEALED PROPOSALS TO:**

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

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

**SUBMIT NO LATER THAN:**

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

**LABEL SEALED ENVELOPE/BOX:**

RFP 25-049  
CREDIT CARD SERVICES

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

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

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

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

Requests for information must be in  
writing and directed to:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

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

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

**1.0 SCOPE OF WORK:**

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

**2.0 GUIDELINES:**

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

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

### 3.0 PROPOSAL CONTACT:

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

#### PROPOSAL CONTACT:

Melissa Stavinoha  
Senior Buyer  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

### 4.0 SUBMISSION REQUIREMENTS:

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

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

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

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

**5.0 INCURRED COSTS:**

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

**6.0 ACCEPTANCE:**

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

**7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

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

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

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

**8.0 TENTATIVE SCHEDULE:**

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

**9.0 CONTRACTUAL OBLIGATIONS:**

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

**10.0 RETENTION OF RESPONDENT'S MATERIAL:**

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

**11.0 ASSIGNMENT:**

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

**12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

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

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

**13.0 CONFLICT OF INTEREST:**

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

**14.0 CONFIDENTIAL MATTERS:**

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

**15.0 LIMITS OF SUBCONTRACTORS:**

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

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

**16.0 JURISDICTION, VENUE, CHOICE OF LAW:**

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

**17.0 INDEPENDENT CONTRACTOR:**

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

**18.0 AMERICANS WITH DISABILITIES ACT (ADA)**

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

**19.0 DRUG-FREE WORKPLACE:**

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

**20.0 PERFORMANCE AND PAYMENT BOND:**

No performance nor payment bond is required for this project.

**21.0 POWER OF ATTORNEY:**

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

**22.0 TEXAS ETHICS COMMISSION FORM 1295:**

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

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

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

22.2 On-line instructions:

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

22.2.2 Identification number use: RFP 25-049.

22.2.3 Description is: Credit Card Services.

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

**23.0 INSURANCE:**

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

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

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

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

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

**24.0 TAX EXEMPT:**

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

**25.0 INDEMNIFICATION:**

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

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

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

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

**26.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

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

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

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

**27.0 HUMAN TRAFFICKING:**

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

**28.0 PRE-RFP CONFERENCE:**

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

**29.0 SPECIFICATIONS:**

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

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

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

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

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

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

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

- 29.6 The Tax Office experienced approximately twenty-five (25) credit card chargebacks and approximately three hundred fifty-six (356) partial/full credit card refunds last fiscal year. The Vendor's online site must allow the tax office to initiate voids, partial and full refund of payments, and invalidation of chargebacks. Explain in detail how credit card chargebacks, voids and refunds are processed from the time the transaction is initiated to the time the customer receives the funds, or the transaction is completed. For refunds, include the length of time before the customer receives their funds and whether the customer receives any of the convenience fee back.
- 29.7 Equipment, and Signage: Vendor to furnish and install, at no fee, all necessary equipment to process transactions at the following locations as stated in Section 30.0. Vendor to provide maintenance to equipment as needed, if needed, at no fee. Upgraded equipment is to be included, at no fee. In the event that additional hardware is required, it too shall be provided at no fee. Vendor to supply signage to specify payment methods and convenience fees at no cost.
- 29.8 Implementation and Training: Vendor shall provide detailed outline of implementation plan to include timeline and training of the County staff. The training shall be provided at each County designated facility. Vendor to adhere to County Travel Policy (attached).
- 29.9 Provide detail of any expenses that may be charged to the Tax Office during implementation as well as during the term of the agreement.
- 29.10 Provide a copy of your Service Level Agreement, to include, call center location, response time for connectivity issues, and communication methods available to both tax office employees and taxpayers for problem alerts and resolutions.
- 29.11 Provide details of any data breach your company experienced within the past five (5) years. Provide the changes that have been made to prevent this from happening in the future
- 29.12 Provide details regarding your disaster recovery plan. Vendor must be located within 300 miles of Fort Bend County to facilitate the relationship with tax office employees.
- 29.13 Must be able to access real time confirmation of credit card transactions.
- 29.14 Point of Sale Transactions: Point of sale payments at the counter will not interface with software. The Tax Office currently uses Ingenico Lane 5000 TriPOS devices. Devices shall be standalone credit card machines with the ability to generate and print receipts through the vendor's online site for both the customer and tax office.

Must also include separate PIN pad for customer to swipe/dip their own card and enter their PIN, if required. Staff shall not be required to handle cards.

- 29.14.1 Customer receipts shall itemize transaction amount and convenience fee separately.
  - 29.14.2 Devices must have the ability to swipe cards and accept chip cards and contactless payment.
  - 29.14.3 No second swipe/dip of the card shall be required to assess the convenience fee.
  - 29.14.4 POS units will connect to credit card vendor through IP address using existing Ethernet connections and wiring.
  - 29.14.5 POS devices must be able to process payments for multiple departments (ie. Auto, property, beer & liquor).
- 29.15 Online Transactions: Fort Bend County utilizes ACT tax collection software. The vendor will be required to interface with ACT for collection and scheduling of online property tax payments.
- 29.15.1 Vendor to accept payment of multiple tax accounts online. Payments to be placed in a shopping cart and paid by one transaction.
  - 29.15.2 Vendor to have capability to process scheduled future and/or recurring payments and accept PayPal, Google Pay, Apple Pay, Venmo, etc.
  - 29.15.3 Vendor to provide online e-check transactions at no fee.
  - 29.15.4 Vendor to have capability to process payments made through our Bill Pay Kiosk software for several offices, software provided by DynaTouch and ACT.
  - 29.15.5 The Tax Office experienced approximately five hundred forty (540) e-check returns last fiscal year. Describe how e-checks are processed and their settlement times. Also describe the steps taken when an e-check is declined.
  - 29.15.6 Fort Bend County receives a higher volume of payments on certain days of the year; therefore, vendor is to be certain to have the capability to handle extremely large volume of payments to ensure no system crash or slow-down of payments to be made. Describe what safeguards you have in place to prevent crashes or slowing of transactions. Vendor must provide data on volume of transactions processed and dates for their three (3) busiest days for each of the last three (3) years.

**30.0 SERVICE LOCATIONS:**

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

**31.0 TERM OF CONTRACT:**

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

**32.0 EVALUATION CRITERIA:**

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

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

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Fees
3	Firm Experience
4	Staff Experience
5	Required forms and overall completeness of submission

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

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

32.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 35%)

- Respondent must express, in detail, their understanding of this specific project, proposed services, and ability to successfully deliver the services of the scope set forth in this RFP under Section 29.

Tab 2

Fees (weight factor = 30%)

- Complete Exhibit I: Fees

Tab 3

Firm Experience (weight factor = 20%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing credit card services to governmental entities with emphasis on City and/or County governments. If applicable, provide client information on Texas county, city, and/or school tax offices. List the three (3) most relevant projects launched within the last ten (10) years. Provide the name and location of each client, contact name with phone number and email address, start date and length of time equipment/services have been in use.

Tab 4

Staff Experience (weight factor = 10%)

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

Tab 5

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

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

**33.0 AWARD:**

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

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

**34.0 VENDOR STATUS:**

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

**35.0 EXHIBIT:**

- 35.1 Exhibit I: Fees
- 35.2 Exhibit II: County Travel Policy

**36.0 REQUIRED FORMS:**

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

- 36.1 Vendor Form
- 36.2 W9 Form
- 36.3 Tax Form/Debt/Residence Certification



**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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



**RFP 25-049**

**Exhibit I: Fees**

On-Line Credit \_\_\_\_\_ % per transaction  
\_\_\_\_\_ minimum transaction fee

Face to Face Pin Debit \_\_\_\_\_ % per transaction  
\_\_\_\_\_ minimum transaction fee

Face to Face Credit \_\_\_\_\_ % per transaction  
\_\_\_\_\_ minimum transaction fee

E-Check Validation \_\_\_\_\_ % per transaction  
\_\_\_\_\_ minimum transaction fee

Settlement time for E-check \_\_\_\_\_ hours

Settlement time for Credit Cards \_\_\_\_\_ hours

# Exhibit II

## Annex B

# Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

Revised September 26, 2023, Effective October 1, 2023

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

### **CONTRACT RATES:**

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

### **OUT OF STATE TRAVEL:**

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

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

### **LODGING (In and Out of State):**

#### **Hotel:**

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

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](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](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas**

# Exhibit II

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

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

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

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

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

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

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

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

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

**Additional fees allowable:** Self-parking

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

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

**Gratuities:** Gratuities are not reimbursable for any lodging services.

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

# Exhibit II

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

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

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

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

## MEALS:

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

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

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

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

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

## TRANSPORTATION:

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

# Exhibit II

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

**Allowable expenses:** Parking and tolls with documentation.

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

**Allowable expenses:** Parking and tolls with documentation required.

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

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

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

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

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

## **Enterprise:**

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

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

**Allowable expenses:** Parking and tolls allowed with documentation.

# Exhibit II

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

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

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

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

## REGISTRATION:

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

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

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

## GRANTS:

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

## TRAVEL REIMBURSEMENT FORM:

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

## EXCLUSIONS:

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

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