

*Waller County, Texas
Request for Proposals*



*Depository Bank Services
RFP 25-003*

SUBMIT SEALED PROPOSALS TO:

Waller County
County Clerk's Office
Joe Kuciemba Annex
425 FM 1488, Suite 112
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, August 21, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

RFP 25-003
Depository Bank Services

ALL RFPS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE COUNTY CLERK'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. RFPS RECEIVED WILL THEN BE OPENED AFTER DUE DATE 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 respondent in writing after Commissioners Court award.

Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

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

1.0 SCOPE OF WORK:

- 1.1 Waller County, Texas (hereafter referred to as the (“County”)) seeks Proposals (“Proposals or RFP”) from qualified banking institutions for depository bank services (“Project”) to include depository, disbursement, Automated Clearing House (ACH), wire transfer, electronic banking, positive pay and information reporting, investment custodial services for the County Clerk and District Clerk. 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 This RFP describes Waller County’s current operations based on technology that has been implemented or that the County is moving toward. It will be advantageous to the County if its depository bank provides fee schedules, incentives, supplies, and services that are designed to increase and decrease as technologies are implemented. Furthermore, Waller County is interested in knowing whether the applicant will offer any level of consulting services that would support the County’s education about and research into new technologies in the financial services industry that can make the County’s banking operations more efficient during the term of this Agreement.

Waller County is also interested in learning about new innovations and technologies that can modernize their treasury services.

Please provide details on any tools, processes, or resources available to facilitate a seamless transition.

- 1.3 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 Procurement Director on behalf of Waller County, Texas. **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:

Jaime Kovar
Procurement Director
Joe Kuciemba Annex
425 FM 1488, Suite 112
Hempstead, TX 77445
j.kovar@wallercounty.us

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, three (3) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP due date/time of **1:00 PM CST on Thursday, August 21, 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.

| | |
|------------------------|-------------------------------------|
| Waller County | Proposal Number: RFP 25-003 |
| County Clerk's Office | Due Date: Thursday, August 21, 2025 |
| 425 FM 1488, Suite 112 | Time: 1:00 PM (CST) |
| Hempstead, TX 77445 | For: Depository Bank Services |

- 4.2 Respondents may submit their proposal any time prior to the due date/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 Waller 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 **Thursday, August 14, 2025 at 9:00AM (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 Waller County Procurement Director 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: | July 29, 2025 |
| Deadline for Questions: | August 14, 2025, 10:00 AM |
| Submission Due Date: | August 21, 2025, 1:00 PM |
| Evaluation of Submissions: | Week of August 25, 2025 |
| Commissioners Court Permission to Negotiate: | September 17, 2025 |
| Final Contract Approval Commissioners Court: | October 15, 2025 |

9.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Waller County, shall constitute a contract equally binding between the contractor and Waller 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 Waller 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 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 Texas Public Information Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 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.
- 14.2 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.

15.0 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 Waller 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.

16.0 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.

17.0 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.

18.0 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 ensure that the County maintains a drug-free workplace.

19.0 PAYMENT AND PERFORMANCE BOND:

No performance nor payment bond is required for this project.

20.0 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.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 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/File/>

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Waller County.

21.2.2 Identification number use: RFP 25-003.

21.2.3 Description is: Depository Bank Services.

21.3 Highest evaluated respondent 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.

22.0 INSURANCE:

22.1 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 Waller County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of a resultant Contract.

22.2 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:

- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 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.
- 22.2.3 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.
- 22.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 22.3 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.
- 22.4 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.

23.0 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.

- 23.1 Respondent shall timely report all such matters to Waller 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 Waller 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 Waller County required by Respondent in the defense of each matter.

- 23.2 Respondent's duty to defend, indemnify and hold Waller 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 Waller 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.
- 23.3 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.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Waller County, in the event Waller County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 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 Waller 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 Waller County.
- 23.7 Loss Deduction Clause - Waller 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.

24.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

- 24.3 Texas Government Code Chapter 2276 Certification: By signature on vendor form, Respondent certifies and verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.
- 24.4 Texas Government Code Chapter 2274 Certification: By signature on vendor form, Respondent certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not do so during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.

25.0 PRE-RFP CONFERENCE AND SITE VISIT:

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

26.0 SPECIFICATIONS:

The County intends to designate a depository bank or banks which will provide general banking services with multiple user authentication options provided, such as email, phone, token, etc., including the establishment of investment sweep accounts, processing of direct deposit, and electronic funds transfer.

26.1 Depository

- 26.1.1 The County currently has fifty-one (51) interest-bearing accounts and eight (8) non-interest bearing accounts. Additional accounts may be opened at any time.
- 26.1.2 The Depository Bank will transfer ending daily ledger balances in the accounts designated by the County to a Money Market Mutual Fund, selected by the County, which meets the requirements of Texas Government Code Ann. Chapter 2256.
- 26.1.3 Pertinent information about these accounts is provided in Exhibit C. The county uses a multi-tiered approach to banking, where different levels within bank accounts may vary depending on the specific financial needs. The previous day's ending ledger, collected and sweep account balances will be accessible by 8:00 o'clock a.m. each business day via computer terminal.

- 26.1.4 The County will make deposits to the accounts at various times during the business day and will require the Depository Bank to give the same day ledger credit on deposits the bank receives before 4:00 o'clock p.m.
- 26.2 Positive Pay and Automated Clearing House (ACH) Positive Pay: The County requires the Depository Bank to provide all positive pay services and fraud prevention products to the County. All reports sent by the Depository will be sent to the various County Departments via Secure File Transmission and be able to receive web-based file transmissions. Any services that will assist the County in securing public funds in accounts will be mandatory. At a minimum, values to be compared are the account number, check number, date, amount, and payee.
- 26.3 Aggregate Overdraft Protection: For determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, then the County's account is to be considered to be over-drafted. An applicable insufficient funds fee may then be charged.
- 26.4 Reconciliation: The County requires the Depository Bank to have the ability to download identifiable transaction details surrounding debits and credits via a website on a daily and/or monthly basis identified by the type of transaction and in a format acceptable to the County. The Depository Bank must have the ability to identify adjustments by type of transaction (proof, vault, return item, etc.) and relate to both the location and original deposit and this must be on balance reporting and bank statements. The Depository Bank will have the ability to provide ARP/Positive Pay reports in print and/or electronic formats. The Depository Bank will provide an indexed image file of returned, outstanding, and cleared checks. The Depository Bank will also provide an account reconciliation report.
- 26.5 Electronic Data Interchange Services (EDI): Currently, Waller County is receiving remittance detail via EDI services. Include this service in response.
- 26.6 Wire / Automated Clearing House (ACH) Transfers: The Depository Bank will provide services that allow the County to initiate and transmit transfers via PC and web-based applications. The Depository Bank shall maintain wire transfer facilities to the Federal Reserve Bank for investment purchases or sales and other transactions with financial institutions. Subsequent written and/or online confirmation of such wire and ACH transactions will be provided to the County. To guard against electronic fraud, the Bank must provide the County an ACH blocking service to filter electronic debits and allow only those authorized by the County. The bank must provide the County with the ability to restrict outgoing wire transfers to only those authorized.
- 26.7 Account Maintenance:
- 26.7.1 Statements: Monthly paper and/or electronic bank statements showing overall activity to the County's accounts in a calendar month shall be

provided no later than ten (10) business days for paper statements and one (1) business day for electronic statements following the end of each month. The Depository Bank will provide the County with a full reconciliation for specified accounts or a Partial Reconciliation for certain other accounts in electronic and paper formats. Each account shall include legible copies of checks, deposit slips, transfer slips, and debit and credit memos. Wire transfers shall be supported by transaction details identifying such items on Balance Reporting. Each month the Depository Bank shall prepare individual account analysis. All charges shall be in conformity with those specified in the agreement. Account analysis shall be provided each month no later than fifteen (15) days following the end of a calendar month to the Waller County Office of Financial Management. Account analysis will be available in downloadable spreadsheets and paper formats.

- 26.7.2 Resource Personnel: The Depository Bank shall designate both a primary and secondary representative who will be available to answer questions pertaining to transactions that require detailed explanation and a Depository Bank officer(s) with overall responsibility for the accounts shall be assigned. Assigned representatives must be available for phone calls, web conferencing, and in-person meetings as required by Waller County.
- 26.8 Printing: As an optional service, the Depository Bank will provide custom laser printed check stock, debit/transfer slips and deposit slips in conformity with the County's specifications.
- 26.9 Safekeeping: Texas Local Government Code §116.051, et seq., requires that the Depository Bank shall provide for the care, safekeeping and custody of securities in which the sinking funds, for the redemption and payment of outstanding bonds, may be invested. Such sinking funds may be invested in authorized investments in accordance with Texas Local Government Code Ann. §116.051. Following the qualification of the Depository Bank, such securities, if any, are to be delivered to the Depository Bank for safekeeping within fifteen (15) days. Each sinking fund should have a separate safekeeping account. When any securities owned by the County (other than those provided for in the preceding paragraph) are placed in the Depository Bank, it shall provide for the care, safekeeping and custody of such other securities. Access to these securities is to be permitted only by Order of the Commissioners Court and in the presence of an authorized representative of the Depository Bank, the County Auditor, and the County Treasurer. Safekeeping receipts will be available via web site or e-mailed within five business days of the transaction date. The Custody Services Agreement (Exhibit D) will be included in the agreement between Waller County and the vendor.
- 26.10 Payroll, Debit and Stored Value Cards: As an optional service the Depository Bank will have the ability to provide payroll, debit and stored-value cards.

- 26.11 Stop Payments and Voids: The Depository Bank will have the ability to accept web-based stop payment orders and voids. Stop payments will remain in effect for a period of twelve (12) months. The Depository Banks electronic access system will allow for searches, deletions and adjustments.
- 26.12 Investment Sweep Accounts: The County will contract with the Depository Bank with respect to the payment of interest on investment sweep accounts at such lawful rate or rates contained in the agreement of the bank selected as the Depository Bank. Interest will be earned on the daily collected balance and such daily collected balance shall be determined by using the most current Federal Reserve availability schedule. Accounts will be set up on a calendar month basis and the interest earned shall be credited to the respective County accounts on the last business day of the month.
- 26.14 Self-Directed Investments: The County reserves the right to withdraw, from time to time, any amount of funds of the County that are deposited in any County Depository Bank and to invest those funds in investments allowed by the Public Funds Investment Act and the County's Investment Policy.
- 26.15 Endorsement: The Depository Bank shall apply the following endorsement to each remittance "(Bank Name) Credited to the Account of the Within Named Payee Absence of Endorsement Guarantee".
- 26.16 Returned Check Online: The Depository Bank will provide an online reporting system to monitor Return items to the County. In the event a check is returned unpaid because of "Insufficient Funds" or "Uncollected Funds," the Bank will redeposit the check once, or, if directed, process as a "RCK" item. If a redeposit is not possible, such as when the account is closed or if the check is returned unpaid a second time, the Bank will forward the check with a debit advice to the applicable Waller County Office. The Depository Bank will provide a daily electronic data file of returned items. There shall be no debits to any account other than for the amount of a returned check.
- 26.17 Payment for Services: Compensation to the Depository Bank shall be provided on a direct fee basis.
- 26.18 Account Inquiries and Research: Account inquiries and research that is done as a request of the County shall be completed within three (3) working days. Should the research need more time to complete, the request for an extension will be made in writing to the Waller County Treasurers Office.

27.0 NO FEE ACCOUNTS:

- 27.1 COUNTY CLERK REGISTRY FUNDS: These monies do not belong to WALLER COUNTY but to various parties awaiting their case disposition and/or reaching the age of majority, or age specified in the final judgment. These funds may be released to a party in whole or in part. (Funds are often ordered released for medical costs

and school clothes and books.) No fees may be charged against these accounts due to the ownership of the funds. A court order may be required to deposit and/or withdraw these funds.

- 27.2 DISTRICT CLERK REGISTRY FUNDS: These monies do not belong to WALLER COUNTY but to various parties awaiting their case disposition and/or reaching the age of majority, or age specified in the final judgment. These funds may be released to a party in whole or in part. (Funds are often ordered released for medical costs and school clothes and books.) No fees may be charged against these accounts due to the ownership of the funds. A court order may be required to deposit and/or withdraw these funds.

28.0 GOOD FAITH GUARANTEE:

Bank must submit a certified cashier's check for \$453,979.42, which is % of 2024 total revenue \$90,795,883.91 payable to Waller County as a guarantee of good faith. The check will be held by the County until the Managing Bank is selected and the securities have been pledged.

29.0 SECURITY:

- 29.1 Acceptable Securities are:
- * U.S.Treasury Bills, Notes
 - * Federal Home Loan Bank Notes and Bonds
 - * Federal National Mortgage Association Notes and Bonds
 - * Federal Home Loan Mortgage Corporation Notes and Bonds
 - * Federal Farm Credit Banks Notes and Bonds

Adjustable Rate Mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) are not acceptable.

- 29.2 The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, and must not be pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The County shall receive a monthly report of collateral pledged including description, par, market value and cusip. Substitution rights shall be granted if the bank obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
- 29.3 Amount to be pledged – The amount of securities to be pledged against Waller County funds shall be adequate to fully collateralize the funds of Waller County. To compensate for increases or decreases in County deposits and fluctuation of market values of pledged collateral; the minimum market value of collateral will be 110% of County deposits. The Depository Bank is responsible for notifying the County of any deficiencies in the pledged securities on a daily basis, as well as, obtaining additional securities to cover the deficiency and must identify how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect all accounts.

30.0 CONTRACT TERM/EXPIRATION/TERMINATION:

- 30.1 The term of a resulting contract is to begin on or about **January 1, 2026 through December 31, 2029**. Upon expiration of the initial term of the Agreement between Waller County and the awarded vendor, new interest rates and financial terms may be renegotiated pursuant to section §116.021 of the Texas Local Government Code.
- 30.2 Waller County may consider one (1), two (2) year renewal options (through December 31, 2031) under the same terms and conditions. Renewal is subject to approval by Waller County Commissioners Court. Once renewal option is exhausted, the contract must be resolicited. Waller County reserves the right to resolicit at any time as is in its best interest and is not automatically bound to renew.
- 30.3 In the event services end by either contract expiration or termination, it shall be incumbent upon the vendor to continue services, if requested by Waller County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Waller County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than one hundred eighty (180) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Waller County. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

31.0 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 herein. 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 are required to be numbered, clearly labeled and tabbed with binder tabs/dividers for locating information quickly and easily. Font size below 12 point is prohibited.

- 31.1 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 and specifications |
| 2 | Firm experience |
| 3 | Convenience of Banking Location(s) |
| 4 | Price |

5 Required forms and overall completeness of submission

31.2 Any exceptions to the Proposal requirements shall be identified in the applicable section in red type and referenced as numbered herein.

31.3 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.

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

Tab 1 Understanding Scope of Work and Specifications (weight factor = 35%)

- Describe your firm's philosophy, approach and preferred methods for meeting requirements and/or deliverables in the Specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Waller County should be aware of.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Waller County.
- Provide a detailed transition plan, including case studies of past success, which will be executed at no cost to Waller County.
- Provide copies of all state and federal licenses to do business in Texas.
- Initial and on-going training and support (Customer Service).
- Completed questionnaire (Exhibit E).
- Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Tab 2 Firm Experience (weight factor = 25%)

- Provide professional qualifications and experience of vendor and its staff with a minimum of four (4) years of relevant experience, similar in size to Waller County, and demonstrated success in providing the services requested in this RFP.
- Provide respondent's history, background, and principal officers.

- Provide respondent's organizational chart.
- Provide description of project team organization: names and resumes of team members
- References (Exhibit A)

Tab 3 Convenience of Banking Location(s) (weight factor = 10%)

- Provide banking locations within Waller County

Tab 4 Price (weight factor = 25%)

- Provide completed Exhibit D.

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

- Exhibits A, B, D, E and F
- Completed W9 form
- Proof of insurance
- Submission requirement, as stated in Section 4.1

32.0 AWARD:

The County will evaluate and select the respondent whose proposal is the highest ranked and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

33.0 VENDOR STATUS:

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

34.0 EXHIBITS:

34.1 Exhibit A: References

34.2 Exhibit B: Mutual Fund Instructions and Questionnaire

34.3 Exhibit C: Account Information

34.4 Exhibit D: Services and Pricing

34.5 Exhibit E: Questionnaire

34.6 Exhibit F: Texas Certifications

35.0 REQUIRED FORMS:

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

35.1 W9 Form

35.2 Exhibits A, B, D, E, and F

35.4 Proof of Insurance

REFERENCES

List three (3) references of current customers who can verify the quality of service that Respondent provides

Reference #1

Organization Name: _____

Contact Email: _____

Contact Name: _____

Contact Tel. No.: _____

Address: _____

Services Provided _____

Reference #2

Organization Name: _____

Contact Email: _____

Contact Name: _____

Contact Tel. No.: _____

Address: _____

Services Provided _____

Reference #3

Organization Name: _____

Contact Email: _____

Contact Name: _____

Contact Tel. No.: _____

Address: _____

Services Provided _____

MUTUAL FUND INSTRUCTIONS AND QUESTIONNAIRE

Responding Bank Name:

INTEREST ON MUTAL FUND SWEEP ACCOUNTS

The Count reserves the right to invest its money in money market mutual funds pursuant to Tex. Gov't Code Ann. Chapter 2256 (Vernon 1994), also known as the Public Funds Investment Act. Upon request of, and to the extent requested by, the County, the Bank, for and on behalf of the County, will transfer daily ledger balances from the accounts specified by the County to a Money Market Mutual Fund approved by the County.

The Depository Bank, for and behalf of the County, will receive the interest and all other money due and payable to the County by said money market mutual fund and will deposit said interest in the County's accounts at the Bank as directed from time to time by the County. The Depository Bank will make provisions for the County to receive daily statements showing the previous business day's debits and credits to the money market mutual fund accounts and showing the previous business day's interest rate paid to the County on the money market mutual fund accounts. The Depository Bank will also provide the previous business day's interest rate paid on such accounts to the County at 8:00 o'clock a.m. each business day.

Basis Points on the following proposed money market funds:

- Fidelity Treasury / Government Institutional Funds
- Dreyfus Treasury / Government Institutional Funds
- Invesco Treasury / Government Institutional Funds

BANK SERVICES REQUIRED:

1. Include a copy of your disaster recovery plan.
2. Please provide the location / address of your lockbox:

3. Lockbox pickups will begin at _____ A.M.

Additional information required regarding direct deposit of payroll:

1. Show file delivery time requirements for Thursday settlement date:
 - (a) Day Cycle (time) _____ Day: _____
 - (b) Night Cycle (time) _____ Day: _____

FINANCIAL INFORMATION

The paid-up capital stock of the undersigned bank is \$ _____
and the permanent surplus of the undersigned bank is \$ _____

Waller County supports the efforts of the lending community to extend credit to residents of all neighborhoods within Waller County with equal opportunity regardless of race, color, religion, national origin, age, sex or marital status; with sensitivity to the credit needs of low- and moderate-income neighborhoods. To that end, please respond to the following questions:

1.

What was the date of your last Community Reinvestment Act examination?
2.

What was the rating obtained from your last Community Reinvestment Act review?

(Responding Bank)

Representative Name

Title

Signature

ACCOUNT INFORMATION FOR
WALLER COUNTY

| <u>DATE</u> | <u>AVERAGE MUTUAL BALANCE</u> |
|--------------------|--|
| July 2024 | \$ 26,183,177.50 |
| August 2024 | \$ 30,904,364.48 |
| September 2024 | \$ 37,701,471.90 |
| October 2024 | \$ 32,207,289.51 |
| November 2024 | \$ 32,712,669.04 |
| December 2024 | \$ 55,354,747.41 |
| January 2025 | \$ 107,766,857.76 |
| February 2025 | \$ 58,916,462.89 |
| March 2025 | \$ 47,851,419.51 |
| April 2025 | \$ 29,019,545.41 |
| May 2025 | \$ 25,622,858.93 |
| June 2025 | \$ 23,640,324.66 |

CURRENT ACCOUNTS

| Account Title |
|--------------------------------------|
| TREASURER-GENERAL OPERATING ACCT |
| JUSTICE COURT # 2 REGISTRY |
| COUNTY CLERK REGISTRY |
| DISTRICT CLERK - OP ACCT |
| DISTRICT COURT REGISTRY |
| DISTRICT CLERK REGISTRY |
| TREASURER-CC CR CARD ACCT |
| TREASURER-CC E-FILE ACCT |
| TREASURER-CC RECORDING FEE ACCT |
| TREASURER-DC CR CARD ACCT |
| TREASURER-DC E-FILE ACCT |
| TREASURER-ENVIRONMENTAL CR CARD ACCT |
| TREASURER-FM CR CARD ACCT |
| TREASURER-R&B CR CARD ACCT |
| TREASURER--JP 1 REPORT ACCT |
| TREASURER--JP 2 REPORT ACCT |
| TREASURER--JP 3 REPORT ACCT |

| |
|--------------------------------------|
| TREASURER--JP 4 REPORT ACCT |
| SHERIFF OFFICE - COMMISSARY |
| SHERIFF'S CASH COLLECTION |
| SHERIFF'S OFFICE BOND |
| SHERIFF'S OFFICE INMATE TRUST |
| SHERIFF'S OFFICE CIVIL |
| SHERIFF'S OFFICE IMPREST FUNDS |
| SHERIFF OFFICE - FORFEITURE |
| D A APPORTIONMENT |
| CRIMINAL DA ARTICLE 59 FORFEIT |
| CRIMINAL DA ARTICLE 59 SEIZURE |
| D A TRUST |
| D A WARRANT FORFEITURE |
| D A WARRANT SEIZURE |
| D A WORTHLESS CHECK |
| TAX ASSESS/COLLECTOR IRP ACCT |
| TAX OFFICE CREDIT CARD ACCOUNT |
| TAX ASSESS/COLL ESCROW ACCT |
| TAX ASSESS/COLL OPERATING ACCT |
| TAX ASSESSOR/COLLECTOR VIT |
| TAX ASSESS/COLLECTOR VIT ACCT 2 |
| TAX OFFICE FEE ACCOUNT |
| TAX ASSESSOR - AUTO REGISTER |
| PCT 4 JUSTICE COURT REGISTRY |
| PCT 1 JUSTICE COURT REGISTRY |
| CONSTABLE PCT4 ARTICLE 59 FORFEIT |
| GLO INFRASTRUCTURE GRANT |
| GLO BUYOUT/ACQUISITION GRANT |
| S O RESERVES |
| TREASURER-JP1 EFILE ACCT |
| TREASURER-JP2 EFILE ACCT |
| TREASURER-JP3 EFILE ACCT |
| TREASURER-JP4 EFILE ACCT |
| TREASURER CR CARD ACCT |
| CRIMINAL DA BOND FORFEITURE |
| 2025 TAX ASSESS/COLLECTOR IRP ACCT |
| 2025 TAX OFFICE CREDIT CARD ACCOUNT |
| 2025 TAX ASSESS/COLL ESCROW ACCT |
| 2025 TAX ASSESS/COLL OPERATING ACCT |
| 2025 TAX ASSESSOR/COLLECTOR VIT |
| 2025 TAX ASSESS/COLLECTOR VIT ACCT 2 |
| 2025 TAX ASSESSOR - AUTO REGISTER |

A. Interest-bearing Checking Accounts:

2. Variable Interest Rate:

Will a margin be offered on top of variable rate? Yes Basis Points
No

B. Certificates of Deposit and Money Market Accounts:

| Term/Days | Less Than \$100,000.00 | More Than \$100,000.00 |
|-----------|-----------------------------------|------------------------------------|
| | <div style="width: 60%;"></div> % | <div style="width: 70%;"></div> % |
| | <div style="width: 80%;"></div> % | <div style="width: 90%;"></div> % |
| | <div style="width: 90%;"></div> % | <div style="width: 95%;"></div> % |
| | <div style="width: 95%;"></div> % | <div style="width: 98%;"></div> % |
| | <div style="width: 98%;"></div> % | <div style="width: 99%;"></div> % |
| | <div style="width: 99%;"></div> % | <div style="width: 100%;"></div> % |

2. Money Market Account Rates:

[illegible]

Name of Bank

C. Other Services and Supplies:

1. Will maker of proposal charge a service charge on county bank accounts?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

2. Will maker of proposal provide deposit books?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

3. Will maker of proposal provide cashier's checks?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

4. Will maker of proposal provide direct deposit payroll service?

Yes ☐ No ☐ Dollar Amount of Fee

Explain Procedure

Will maker of proposal provide next day service?

Yes ☐ No ☐

Give Example

5. Will maker of proposal provide employees with "pay cards" in lieu of direct payroll deposits?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

6. Will maker of proposal charge for stop payments?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

7. Will maker of proposal charge for returned items deposited in county accounts?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

8. Will maker of proposal charge for ACH/WIRE transfer service to and from depository bank?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

9. Will maker of proposal charge for accounts overdrawn for a short period of time?

Yes ☐ No ☐ Dollar Amount of Fee

Explain

Name of Bank

10. Will maker of proposal charge for night depository services including bags and keys?

Yes No Dollar Amount of Fee
Explain

11. Will maker of proposal charge for safe deposit boxes?

Yes No Dollar Amount of Fee
Explain

12. Will maker of proposal provide safekeeping for outside purchases of securities by Waller County at a third party financial institution?

Yes No Dollar Amount of Fee
Explain

13. Will maker of proposal provide on-line banking which provides secure access to bank accounts?

Yes No Dollar Amount of Fee
Explain

14. Will maker of proposal provide for laser, book or binder checks?

Yes No Dollar Amount of Fee
Explain

15. Will maker of proposal provide for endorsement stamps?

Yes No Dollar Amount of Fee
Explain

16. Will maker of proposal provide transition incentives?

Yes No Dollar Amount of Fee
Explain

17. Does maker of proposal provide fraud prevention through Positive Pay?

Yes No Dollar Amount of Fee
Explain

If yes, is payee match offered as part of the controlled disbursements/positive pay service?

Yes No Dollar Amount of Fee
Explain

If yes, is there any limit to the number of times that files can be sent and uploaded?

Yes No Dollar Amount of Fee
Explain

If yes, is ACH positive pay offered?

Yes No Dollar Amount of Fee
Explain

- Yes _____ No _____ Dollar Amount of Fee _____
- Explain _____

- | | | |
|---------|----|----------------------|
| Yes | No | Dollar Amount of Fee |
| Explain | | |

- Yes No Dollar Amount of Fee

- | Yes | No | Dollar Amount of Fee |
|---------|----|----------------------|
| Explain | | |

- Yes ☐ No ☐ Dollar Amount of Fee
- Explain

- [illegible]

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

R25-003 Exhibit E**QUESTIONNAIRE**

Mark an "x" in the "Yes" or "No" column, when applicable. When "Yes or No is not applicable, provide detailed response in the appropriate "Response/Comments" section.

This form must be included with RFP response

Vendor Name:

| Item No. | Description | Yes | No | Response/Comments |
|----------|--|-----|----|-------------------|
| 1 | Present Company Name | | | |
| 2 | Location of company headquarters | | | |
| 3 | Primary local address | | | |
| 4 | Owner(s) | | | |
| 5 | Form of Business | | | |
| | Corporation | | | |
| | Partnership | | | |
| | Sole Proprietary | | | |
| 6 | Principal office location | | | |
| 7 | To be completed by Corporations | | | |
| | Date Incorporated | | | |
| | Under the laws of what state | | | |
| | Provide a COMPLETE list of officers | | | |
| | Executive Officer | | | |
| 8 | To be completed by Partnerships | | | |
| | Date formed | | | |
| | Is Partnership general, Limited, or associated? | | | |
| | Provide a COMPLETE list of members. | | | |
| | Provide a COMPLETE list of all local branch offices. | | | |

| Item No. | Description | Yes | No | Response/Comments |
|-----------------------------|---|-----|----|-------------------|
| 9 | Submitted by (name of person submitting questionnaire) | | | |
| 10 | Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business? | | | |
| 11 | If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome? | | | |
| 12 | How many years has your company been in existence in its current business form and operating under the same name? Please attach documentation as proof. | | | |
| 13 | What are your general office hours? | | | |
| 14 | Telephone Number (must be a local or toll free) | | | |
| | After hours contact information | | | |
| | Fax number (must be local or toll free) | | | |
| | Email address | | | |
| GENERAL REQUIREMENTS | | | | |
| 15 | Provide a brief history and background of the company including parent and/or subsidiary companies relating to the merchant card services. | | | |
| 16 | Describe company's organizational structure, especially as it applies to service provisions and customer service. | | | |
| 17 | Explain how company's expertise differs from those of company's competitor. | | | |
| 18 | Include how long company has been providing the proposed solutions and how long the company has been assisting clients with these solutions. | | | |
| 19 | Provide number of clients supported and the number of transactions that are processed annually. | | | |

| Item No. | Description | Yes | No | Response/Comments |
|----------|--|-----|----|-------------------|
| 20 | Explain how the company plans to stay current and competitive. | | | |
| 21 | Describe what major changes the company sees occurring in banking services in the next five (5) years. Explain plans to help customers move to new technologies. What approach the company is taking in the development of new services? | | | |
| 22 | Explain any new services or features implemented in the past two (2) years. Describe any new services / technologies that are currently in implementation. | | | |
| 23 | Include any major changes in hardware that your firm anticipates in the next three (3) years. If any, what changes should Fort Bend County anticipate and how should Fort Bend County plan for those changes on hardware issues. | | | |
| 24 | State present workload, outline the percentage of time available for this RFP and how current workload will affect current workload will affect the ability to accomplish the requirements of this RFP. | | | |
| 25 | Vendor shall provide qualified personnel who will perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Texas. | | | |
| 26 | The vendor shall have available key personnel with a combined minimum work force that can meet the technical requirements described herein. | | | |

| Item No. | Description | Yes | No | Response/Comments |
|--|---|-----|----|-------------------|
| LITIGATION AND OR COMPLAINTS DISCLOSURE | | | | |
| 27 | Respond to each of the following with "yes"/"no" responses. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting agreement. "Yes" answers must indicate the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page attached to vendor's response. | | | |
| 28 | Has vendor or any member of its firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation? | | | |
| 29 | Has vendor or any member of its firm or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the County or any other federal, state or local government, or private entity? | | | |
| 30 | Has vendor or any member of its firm or team to be assigned to this engagement been involved in any claim or litigation with the County or any other federal, state or local government, or private entity during the last ten (10) years? | | | |
| 31 | Describe any litigation against vendor's company in the past five years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain. | | | |
| 32 | Has vendor had any complaints filed with the Better Business Bureau for failure to perform in accordance with agreements. | | | |
| 33 | Is vendor's company currently involved in any active/pending civil matters? If yes, explain. | | | |
| 34 | If your company does not have an office in Fort Bend County, please explain how your company will provide services should Fort Bend County decide to award to your company? | | | |

Vendor Name:

Representative Title:

Representative Name:

Signature:



Exhibit F - Texas Certifications

CERTIFICATION OF PROVISIONS APPLICABLE IN TEXAS

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A of the Texas Government Code establishes certain requirements applicable to bidders who are not Texas residents. Under the statute, a “resident” bidder is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” bidder is a person who is not a Texas resident. Please indicate the status of your company as a “resident” bidder or a “nonresident” bidder under these definitions.

Please mark one of the following:

☐ I certify that my company is a Resident Bidder.

☐ I certify that my company is a Nonresident Bidder.

If your company is a Nonresident Bidder, you must provide the following information for your resident state (the state in which your company’s principal place of business is located):

Company Name

Address

City

State

Zip Code

A. Does your resident state require a bidder whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$_____ or _____%



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2271). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Contractor does not boycott Israel and will not boycott Israel during the term of any contract between Contractor and the County, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.123. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Contractor is not on the Texas Comptroller's list identified above; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name



NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Contractor does not boycott energy companies and will not boycott energy companies during the term of this contract, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name



NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

- (a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
- (b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Contractor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name



CERTIFICATION ON INDEBTEDNESS TO COUNTY

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): _____

Waller County Property Accounts: Real Estate _____ Personal Property _____

Contractor hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name



CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION **(FORM 1295)**

Texas Government Code §2252.908 requires that a business entity submit a disclosure of interested parties at the time it submits a signed contract to Waller County. This includes new, amended, extended, or renewed contracts that:

- (1) Require an action or vote by the Commissioners Court before the contract may be signed;
- (2) Have a value of at least \$1 million; or
- (3) Are for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305.

A Contractor must:

- (1) Go to: <https://www.ethics.state.tx.us/filinginfo/1295/> and follow the instructions to submit an electronic filing application. If you already have an account then you may log in and proceed with the process.
- (2) Complete and print a copy of the form which will contain a unique certification number.
- (3) Have an authorized agent sign the printed copy of the form.
- (4) Include the completed Form 1295 with your Proposal when it is submitted to Waller County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations.)

*** If Texas Government Code §2252.908 does not apply because of a reason provided by Texas Government Code §2252.908(c), please complete the following certification:**

I certify that Texas Government Code §2252.908 does not apply to this contract between Contractor and County because the contract is exempted by Texas Government Code §2252.908(c).

Company Name

Date

Signature of Authorized Company Official

Printed Name

**Request for Taxpayer
Identification Number and Certification**

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

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

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

| | | |
|--|---|--|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. | 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

| | | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | | |
| | | | | - | | | | - | | | | |
| or | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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*, later, 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

| IF the entity/individual on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation. |
| • Individual or | Individual/sole proprietor. |
| • Sole proprietorship | |
| • LLC classified as a partnership for U.S. federal tax purposes or | Limited liability company and enter the appropriate tax classification: |
| • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | P = Partnership, C = C corporation, or S = S corporation. |
| • Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 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/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. 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 |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional 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: |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. 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 |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.