

**Fort Bend County Tabulation
 BID 25-056
 Term Contract for Tax Statement Processing**

Term: June 1, 2025 through May 31, 2026

Recommended: Usio Ouput Solutions, Inc

Lawson Number 13833

Item Description	Estimated Quantity	Usio Ouput Solutions, Inc San Antonio, TX		Lineage Connect Kansas City, MO		The Master's Touch, LLC Spokane, WA	
Design and Print 8-1/2" x 11" Statements	230,000	\$ 0.0650	\$14,950.00	\$ 0.1350	\$31,050.00	\$ 0.0880	\$20,240.00
Design and Print 8-1/2" x 11" Reminder Statements	20,000	\$ 0.0450	\$900.00	\$ 0.1350	\$2,700.00	\$ 0.1100	\$2,200.00
Design and Print 8-1/2" x 11" Duplex Insert	250,000	\$ 0.0300	\$7,500.00	\$ 0.0600	\$15,000.00	\$ 0.0440	\$11,000.00
#10 Window Envelope	250,000	\$ 0.0230	\$5,750.00	\$ 0.0400	\$10,000.00	\$ 0.0380	\$9,500.00
#9 Window Envelope	250,000	\$ 0.0200	\$5,000.00	\$ 0.0290	\$7,250.00	\$ 0.0340	\$8,500.00
9" x 12" Envelope	2,500	\$ 0.3500	\$875.00	\$ 0.1000	\$250.00	\$ 0.4500	\$1,125.00
Individual Indexed PDF file	250,000	\$ 0.0010	\$250.00	\$ 0.0050	\$1,250.00	\$ 0.0050	\$1,250.00
Estimated Annual Total:			\$35,225.00		\$67,500.00		\$53,815.00

*QuestMark Information Management, Inc, Disqualified due to not providing required samples.



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

Vendor Information

Brooke Lindemann
Interim Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Usio Output Solutions, Inc.		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 26
Federal ID # or S.S. #	86-1605104	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	___ No <u>X</u> Yes Ticker Symbol <u>USIO</u>		
Remittance Address	2416 Brockton St., Suite 105		
City/State/Zip	San Antonio, TX 78217		
Physical Address	Same		
City/State/Zip			
Phone Number	210-826-4994		
E-mail	sy.green@usio.com		
Contact Person	Sy Green		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Exp Date</u> _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <u>X</u> _____
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative	<i>Sy Green</i>		
Printed Name	Sy Green		
Title	Senior Vice President		
Date	May 9th, 2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Tax Statement Processing
BID 25-056*

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, May 13, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-056
TAX STATEMENT PROCESSING

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

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

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

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

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

Vendor Responsibilities:

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

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Melissa.Stavinoha@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, May 6, 2025 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is

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not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and

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after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an

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authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in

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the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The

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terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or

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retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial

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Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the purpose of providing tax statement processing as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **June 1, 2025 through May 31, 2026**, renewable annually for four (4) years (through May 31, 2030) under the same terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

Initials of Bidder: SG

5.0 BID DOCUMENT COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, do not date, and return ONE (1) complete bid document to include a printed copy of the pricing form completed by vendor and ONE (1) electronic Excel file in Excel software (not a PDF), on Flash Drive, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. Do not complete the date at the top of the contract sheet. The Excel file must be capable of Purchasing Department to save a copy in Excel format/software and be able to copy and paste the bidder's pricing and information into the tabulation. The bid document, printed copy of completed pricing form, and electronic file, as provided on County's website in Excel, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change. All response, typed or written information, must be clear and legible.

6.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

7.0 TEXAS ETHICS COMMISSION FORM 1295:

7.1 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 vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/filinginfo/1295/>

7.2 On-line instructions:

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

7.2.2 Identification number used by the governmental entity is: B25-056.

7.2.3 Description is the title of the solicitation: Tax Statement Processing.

7.3 Apparent low bidder(s) 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.

Initials of Bidder: Sg

8.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 8.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 8.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

9.0 INSURANCE:

- 9.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 9.2 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:
 - 9.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 9.2.2 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.

Initials of Bidder: SG

- 9.2.3 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.
- 9.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 9.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 9.4 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.

10.0 INDEMNIFICATION:

- 10.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.
- 10.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 10.3 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

Initials of Bidder: SG

- 10.4 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.
- 10.5 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 10.6 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 10.7 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 10.8 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

11.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 11.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 11.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Initials of Bidder: SG

12.0 HUMAN TRAFFICKING:

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

13.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

14.0 LIQUIDATED DAMAGES:

If the Work is not Substantially Complete within the Contract Time as adjusted by extension of time approved by Commissioner Court, the County will deduct (from the final payment, as liquidated damages), the sum of Three Hundred Dollars (\$300.00) per calendar day that the work remains not Substantially Complete, such sum is agreed upon as a reasonable and proper measure of damages which the County will sustain per day by failure of Contractor to substantially complete work within the Contract Time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

15.0 PERFORMANCE AND PAYMENT BONDS:

Performance and Payment Bonds are not needed for this solicitation.

16.0 AWARD:

This contract will be awarded to the overall lowest and best bidder meeting specifications.

17.0 SPECIFICATIONS:

The awarded contractor is required to perform the tasks as specified below to provide products and services for an estimated annual quantity of 250,000 tax statements. Statement processing may occur anywhere between October 15 through December 15 each year. Contractor will participate in a two (2) hour planning/kick-off meeting with the Fort Bend County Tax Office and tax system software vendor (ACT) each year prior to printing tax statements. Statements shall be printed and mailed within ten (10) days of receiving the tax statement data file.

17.1 Design and Printing of forms and envelopes

Contractor will be provided with a data file and tax statement format which must be utilized to create the tax statements. Statements are to be printed on 8 ½" x 11" loose sheets of paper, 24# white stock, and printed front with multi-color and printed back with multi-color so as not to bleed through. Statements will have a perforation

Initials of Bidder: SG

for the coupon. Perforation must conform to specifications for scanner tolerance as required by the Tax Office and bank lockbox processing. After award of the contract and receipt of the payment and performance bonds, the contractor will be provided with a sample data file and tax statement format to produce sample statements from within ten (10) days for approval by the Tax Office.

Contractor will consult with the County's lockbox bank and Tax Office personnel for standards for optical character reader (OCR) print to be included on the bottom of each document. These scan lines MUST be properly positioned without exception. Vendor will also add 2D barcodes with dot matrix font at three (3) points on each statement. Fort Bend County's bank depository is Cadence Bank, and the internal lock box vendor is Jaguar. The successful vendor will be given the contact information and must work with the bank, Jaguar, ACT and the Tax Office to test documents prior to printing final statements each year. The contractor will provide sample statements from each printer to be used to print statements for proofs prior to printing final statements.

All printed statements and reminder statements will include a "Processed Date" printed on them to indicate the date they were printed. On the front of each coupon, return address will be printed in a format to align in the window of #9 return envelope.

Contractor will also furnish required envelopes. These envelopes will be #10 white window envelopes with window large enough to show both recipient and return address (approximately 250,000) for mail out of statements; #9 return white window envelope to display address from front of coupon (approximately 250,000); and 9" x 12" white envelopes with window large enough to show both recipient and return address for agent mailings (approximately 2,500). For all mail out of statements, envelopes and/or statements must say "RETURN SERVICE REQUESTED". Window envelopes to be used for mailing of statements must meet the Fort Bend County Tax Office specifications to include but are not limited to the ability to read/scan 2D bar code through the window.

Contractor is required to print duplex inserts as provided by the Tax Office for inclusion with all mailings. The statement insert will be 8-1/2" x 11" multi-color ink, two (2) sided (approximately 250,000). The contractor will be given the text insert at least ten (10) days before the mailing is to go out. Approval of proof will be given by Fort Bend County Tax Assessor within two (2) days of receipt of proofs.

17.2 Printing of Statements

Provide a Service Organization Control (SOC) Type II audit report covering facility and data security and documenting process control procedures. The report should include a quality control plan to ensure total confidentiality of the County's information. This plan shall be submitted with your response to this solicitation.

Initials of Bidder: SG

The vendor must own and operate a backup facility with the same capability and capacity as the primary facility to ensure its ability to complete this contract in the event of a disaster or disruption, rendering the intended production facility inoperable. Backup production should be able to recover within 24 hours of the original disruption. The vendor must provide their backup facility's physical address and telephone number, which should be in a geographically different location. The backup facility must be owned by the vendor, i.e., NOT a partnering agreement with another mail service provider, to ensure disaster recovery service timelines remain under the control of our selected contractor.

Contractor may not subcontract or outsource any portion of this contract. All processing, printing, and manufacturing of envelopes and mail preparation services must be completed onsite at the Contractor's facility with no outsourcing or subcontracting

Printing of statements will be multi-color, on two (2) sides with formatted data. The contractor will receive the tax statement data file in multiple files in ASCII text file format (file and field format to be provided by tax system software vendor) via file transfer protocol (FTP).

17.3 Mail Processing

Design, manufacture, personalize, and distribute printed statements via 1st Class mail or electronic notification to individual account holders in compliance with County ordinance.

Coding Accuracy Support System (CASS) certify addresses to validate at a minimum 97% certification rate.

Provide National Change of Address (NCOA_48) updates to comply with the USPS Move update and provide updated addresses to Fort Bend County without additional charge.

Presort mail for automation-compatible discounted postage at the lowest rates. As such, the vendor must be certified by the USPS as a "Full Service" vs. "Basic" service mail service provider. The vendor must also be certified by the USPS as a "Seamless Acceptance" mail service provider to ensure the very lowest postage. USPS documentation must be provided with a response proving the vendor's certification and compliance status. Postage must pass through to the County with no markup. The USPS 3600 postage report(s) will be required to prove the actual postage collected by the USPS.

Initials of Bidder: SG

Although Fort Bend County intends to prepay postage, the vendor must have the ability to cover the total postage amount in the event of a payment delay to meet statutory mailing deadlines.

Print and mail statements to account holders within 5 to 7 days after proof approval of the final data file.

Provide account holders the option to sign up and receive all future statements electronically without a printed statement delivered by the US Postal Service. The electronic notice must provide a means to uniquely verify the individual registering to ensure the validity of the registrant and validate the email address prior to acceptance into the paperless system. Replica PDF images of the statement mailed must be available to the account holder for viewing at any time of day or night via the vendor's site.

To ensure the most efficient manner possible, the mail service vendor must provide all services outlined in this RFP without delay and with seamless processing. No portion of these services are to be subcontracted.

Shall be familiar with and/or capable of working with the ACT Software.

The contractor will package, bundle and mail statements in the most cost-efficient manner possible. Vendor will include one (1) copy of the insert and one (1) return envelope with each envelope being prepared for mailing, excluding agent statements. Contractor must fold statements, insert statements into envelopes, which will be furnished by the contractor, include insert where applicable, and apply correct postage for zip + 4 bar coded first class mail. Postage and other information must be affixed to each envelope, then deliver all envelopes to the U. S. Post Office for distribution. Envelope face must say "Return Service Requested".

Contractor will postal qualify and U.S. Postal CASS certify the tax statements in groups, based on the number of statements to be combined into a single envelope (i.e. single-owned properties, two properties, three properties, etc.).

After the mailing, the vendor must provide, at no additional fees, the following reports to Fort Bend County:

- a. Group Report identifying how many total pieces were mailed. How many statements are mailed in each envelope (when multiple statements are mailed to the same owner).
- b. A report that identifies which mail pieces received which inserts (if any).

- c. A report proving/verifying that each mail piece was processed on the inserting equipment, i.e., a record of each individual statement number having been scanned on the inserter.
- d. Official USPS 3600 Postage reports indicate the total postage paid and the amount paid for each mail piece.
- e. The total dollar volume billed as a result of the mailing.
- f. Intelligent Mail Barcode (IMB) Trace reports showing when the USPS received each mail piece and when each mail piece was delivered to the carrier.

Postal qualification will provide the lowest postal rate possible for the tax statements using the Carrier Route Code or the U.S. Postal Bar Code or the Zip+4 Code. Contractor will prepare the reports and bag tags necessary to obtain optimum postal discounts. Contractor shall bundle and mail foreign statements separately. The contractor must provide the Tax Office with an itemized postage report including quantity and price per item in that quantity within five (5) working days of mail out completion.

17.4 Agent Tax Statements

Contractor will be provided an agent data file from which to print the agent statements. Statements will be sorted, batched and mailed by agent code. Agent batches to be packaged in the most cost-efficient mailing container.

17.5 Statement PDF files

Contractor must be capable of creating individual PDF pages for all original and reminder statements and is required to upload these files to the designated FTP site, PDF images must include the same data as the paper statement mailed. These files must be between 50-200 KB and are recommended to be in .zip format.

17.6 March Reminder Notices

Contractor must print and mail approximately 35,000 reminder notices in March on a date mutually agreed upon annually between the Tax Office and Contractor. These notices must display a diagonal watermark reading "PAST DUE". Contractor will provide a PDF file of the individual statements and is required to upload these files. PDF images must include the same data as the paper statement mailed. These files must be between 50-200 KB and may be in .zip format.

18.0 CONTRACTOR QUALIFICATIONS:

- 18.1 Bidders must have been in business at least five (5) years and have prior experience

Initials of Bidder: SG

with printing, processing, and mailing of tax statements within the last three (3) years in order to qualify, and bidder must complete questionnaire on pages 23 through 25, and identify the client references, with emphasis on Texas Tax Offices if applicable, for similar jobs in comparable quantities as required in this solicitation.

- 18.2 Contractor may not subcontract or outsource any portion of this contract. All processing, printing, and prepping for mailing must be completed onsite at Contractor's facility with no outsourcing or sub-contracting.
- 18.3 The questionnaire/reference form must include a list of any "blackout days" for the expected term of this contract and the expected delivery time in workdays per task. "Blackout days" are defined as days reserved for other than the work required by this solicitation.
- 18.4 Fort Bend County may, at its sole discretion and anytime during the entire duration of this contract, make unannounced visits to the contractor's facilities during normal business hours for the purposes of audit control of statement mail outs, discussion, inspection or review of processes that might affect the project. Fort Bend County may utilize a Dun and Bradstreet analysis in reviewing Contractor's history and qualifications.

19.0 SAMPLE:

A sample of a tax statement or similar invoice as described herein, reproduced by the bidder, is required from the bidder to be included with their bid response. Failure to provide sample may result in disqualification.

20.0 QUESTIONNAIRE/REFERENCE FORM:

General Information

- 1. Name of company: Usio Output Solutions, Inc.
- 2. Address: 2416 Brockton St., Suite 105
Street
San Antonio, TX 78217
City State Zip
- 3. How long has company been in business (5 years minimum required)? 26 years

Initials of Bidder: Sg

4. What is the address of your printing facility where this project will be processed and hours of operation?

2416 Brockton St., Suite 105

San Antonio, Texas 78217

8:00 AM - 12:00 midnight

5. Please provide a list of any "blackout days" (i.e., dates when services will be unavailable) anticipated during the term of the contract. In addition, specify the expected delivery time, in workdays, for each task outlined in the scope of work.

N/A

6. Has bidder had prior experience with processing, printing, mailing, and production of tax statements, PDF files, and migrating files to and from an FTP site for a customer within the State of Texas? Yes No

7. If Yes, with whom?

a. Client: Fort Bend County Tax Office
Contact: Carmen Turner
Address: 1317 Eugene Heimann Circle
City: Richmond State: TX Zip Code: 77469
Telephone: (832) 247-1750 Email Address: Carmen.Turner@fortbendcountytexas.gov

Timespan and quantity of most recent current contract:

2019-2025

b. Client: Comal County Tax Office
Contact: Sharon Carlson
Address: 205 N. Seguin Ave

Initials of Bidder: SG

City: New Braunfels State: TX Zip Code: 78130

Telephone: (830) 221-1356 Email Address: carliss@co.comal.tx.us

Timespan and quantity of most recent current contract:

2024-2025

c. Client: Gillespie County Appraisal District

Contact: Scott Fair

Address: 1159 S. Milam St.

City: Fredericksburg State: TX Zip Code: 78624

Telephone: (830) 997-9807 Email Address: chief@gillcad.org

Timespan and quantity of most recent current contract:

2015-2025

d. Client: Burnet Central Appraisal District

Contact: Stan Hemphill

Address: P.O. Box 908

City: Burnet State: TX Zip Code: 78611

Telephone: (512) 756-8291 Email Address: shemphill@burnetad.org

Timespan and quantity of most recent current contract:

2004-2025

21.0 PRICING:

Bidder must complete the Pricing Form downloadable from Fort Bend County's website. Bidders are to complete the unit bid price column and type in the Vendor's name. All prices are to be all inclusive. No additional fees will be paid. Quantities provided are estimates only. In the case of discrepancy between unit and extended pricing, unit pricing governs.

Initials of Bidder: SG

22.0 VENDOR STATUS:

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

23.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission:

- 23.1 Pricing Form in Excel file
- 23.2 Vendor Form
- 23.3 W9 Form
- 23.4 Tax Form/Debt/Residence Certification

Initials of Bidder: SG

CONTRACT SHEET
B25-056

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 12 day of August, 2025,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Usio Output Solutions, Inc (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Tax Statement Processing**
which are hereto attached and made a part hereof, together with this instrument and the bond
(when required) shall constitute the full agreement and contract between parties and for furnishing
the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 12 day of August 2025.

Fort Bend County, Texas

By: KP George
County Judge KP George

By: [Signature]
Signature of Contractor

By: Sy Green SVP
Printed Name and Title

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 86-1605104

Company Name submitting Bid/Proposal: Usio Output Solutions, Inc.

Mailing Address: 2416 Brockton St., Suite 105, San Antonio, TX 78217

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

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

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

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

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

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

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

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Usio Output Solutions, Inc is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]



Carmen P. Turner
MPA, PCC, CTO

**FORT BEND COUNTY
TAX ASSESSOR-COLLECTOR**

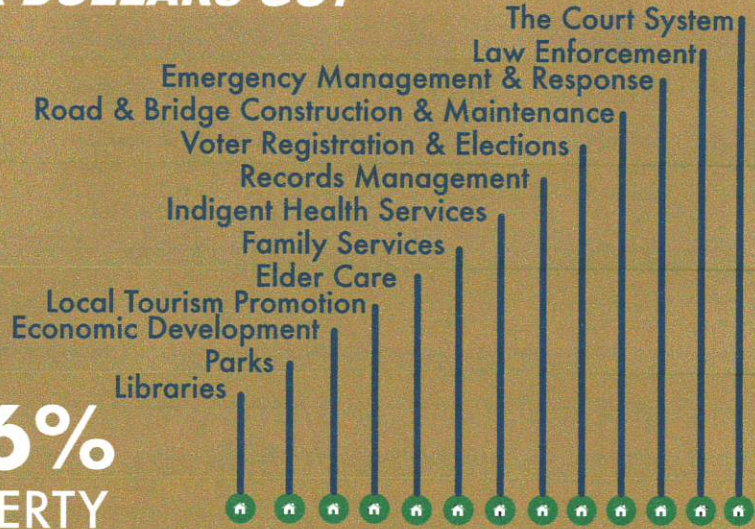


CONTACT US

www.fortbendcountytx.gov
email: FBCTaxinfo@fbctx.gov
phone: (281) 341-3710
fax: (832) 471-1830

WHERE DO YOUR TAX DOLLARS GO?

55% Schools
20% County
16% City
9% Special Districts



**~ 16%
PROPERTY
TAX**



LOCATIONS



1317 Eugene Heimann Circle 307 Texas Parkway 151 Stadium Dr. Ste. 175 22333 Grand Corner Dr. 101 5855 Sienna Springs Way #101 3743 School St.

28 SUBCONTRACTORS
AAA TEXAS LLC, HEB, KROGER,
COX'S FOODARAMA FOODTOWN,
RANDALL'S
68 TITLE SERVICES
313 AUTOMOBILE DEALERS

COLLECT TAXES FOR:
FORT BEND ISD, KATY ISD
LAMAR CISD, NEEDVILLE ISD
STAFFORD MSD
RESIDENTIAL PARCELS
COMMERCIAL PARCELS
PERSONAL PROPERTY ACCOUNTS

16 WATER DISTRICTS
11 EMERGENCY SERVICE DISTRICTS
6 LEVEE IMPROVEMENT DISTRICTS
15 CITIES
3 SPECIAL DISTRICTS
4 PUBLIC IMPROVEMENT DISTRICTS

BUDGET: 9 MILLION DOLLARS

There are several options when paying taxes. Select a plan that works best for you!

1. Pay in full by January 31 (USPS postmark not postage meter)

2. Four installments Available on the homestead of those over 65, disabled persons, disabled vets or surviving spouses of disabled vets.

Quarter Installment Due Dates for those with Qualifying Exemptions

1. $\frac{1}{4}$ by January 31
2. $\frac{1}{4}$ by March 31
3. $\frac{1}{4}$ by May 31
4. $\frac{1}{4}$ by July 31

WAYS TO PAY

1. In person weekdays 8 am to 4 pm.
2. Mail payment in enclosed envelope (please include coupon). Be sure postmark is timely for payment option selected.
3. Avoid waiting in line and pay online to www.fbctx.gov/taxoffice, click on Pay property taxes online by credit card or e-check button, locate account and pay. (Fees apply when paying by credit or debit card)!
4. Drop in one of the drop boxes marked **FBCTO Payments**.

EXEMPTIONS COULD LOWER YOUR TAXES



*Homestead exemption
Over 65 and Disabled
100% Disabled Veterans
Partially disabled veterans
Surviving spouse*

Texas law allows those with these exemptions to spread their property tax payment out through four equal installments as long as the deadlines are met. In order to participate the first payment must be made on or before January 31st. Or to establish as a late quarter payer you must pay no later than February 28th with an additional 7% of the quarter payment. Coupon will be sent for additional payments.

Contact your local appraisal district for more information regarding exemptions.

RICHMOND DRIVE THRU: We process registration renewals, disabled placards, and property tax payments in the Drive Thru. We will limit 10 accounts per customer. We strongly encourage anyone with the accounts above to use the Drive Thru. At closing time the clerks will turn off the OPEN signs above the lanes and anyone still in the lane will be assisted.

Mortgage companies may not allow you to participate in payment options. Call them first!

SUBMIT TAX PAYMENTS
P.O. Box 4277
Houston, Texas 77210-4277

Whats New?

- Now collecting for ESD #10, Park at Eldridge PID, Village of Pleak & FBC LID #2
- Online Property Tax Estimator
- Emissions Inspections will still be Required in Fort Bend County
- Sugar Land New Branch Office now open

CONTACTING YOUR CENTRAL APPRAISAL DISTRICT

Central Appraisal Districts (CAD) are responsible for locating, listing, and appraising properties. CADs also handle exemptions (including agricultural), name, address, and ownership changes.

FORT BEND CAD

2801 B. F. Terry Blvd.
Rosenberg, Texas 77471-5600
(281) 344-8623 www.fbcad.org

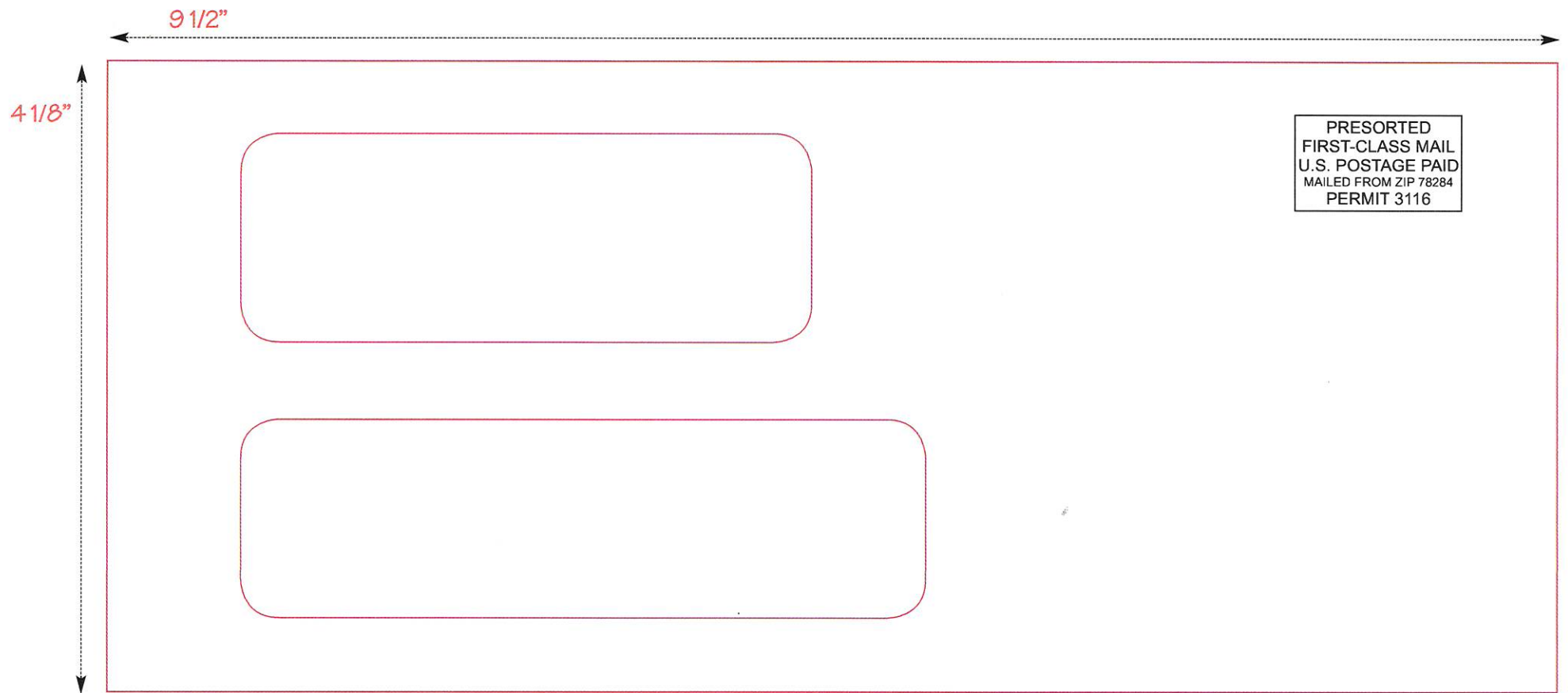
HARRIS CAD

13013 Northwest Fwy (SH 290)
Houston, TX 77040
713-957-7800 www.hcad.org

WALLER CAD

900 13th St, Hempstead, TX 77445
979-921-0060 www.waller-cad.org

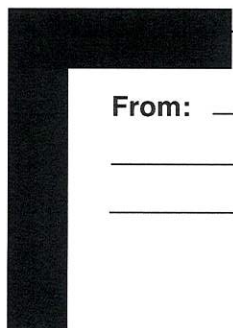
#10 Standard double window envelope with inside security tint



8 7/8"



DID YOU REMEMBER
... TO NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK?
... TO ENCLOSE THE PAYMENT STUB?
... TO SIGN YOUR CHECK?
PLEASE DO NOT STAPLE OR TAPE PAYMENT TO STUB.

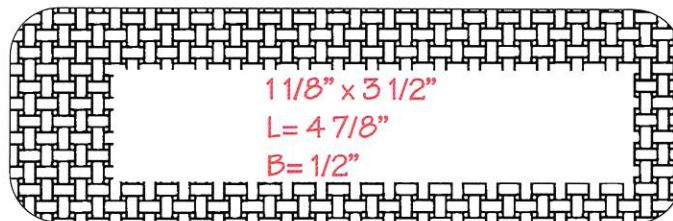


From: _____



PLACE
STAMP
HERE

3 7/8"



We have prepared the accompanying description of Usio, Inc. (Output Solutions)'s "Description of Usio" for the period October 25, 2024 to January 25, 2025, (description) based on the criteria for a description of a service organization's system set forth in DC 200, 2018 *Description Criteria for a Description of a Service Organization's System in a SOC 2 Report (With Revised Implementation Guidance — 2022)* in AICPA, *Description Criteria* (description criteria). The description is intended to provide report users with information about the Usio, Inc. (Output Solutions)'s Usio (system) that may be useful when assessing the risks arising from interactions with Usio, Inc. (Output Solutions)'s system, particularly information about system controls that Usio, Inc. (Output Solutions) has designed, implemented, and operated to provide reasonable assurance that its service commitments and system requirements were achieved based on the trust services criteria relevant to security (applicable trust services criteria) set forth in TSP 100, 2017 *Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (With Revised Points of Focus — 2022)* in AICPA, *Trust Services Criteria*.

Usio, Inc. (Output Solutions) uses a subservice organization to provide data center facility and hosting services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at Usio, Inc. (Output Solutions), to achieve Usio, Inc. (Output Solutions)'s service commitments and system requirements based on the applicable trust services criteria. The description presents Usio, Inc. (Output Solutions)'s controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of Usio, Inc. (Output Solutions)'s controls. The description does not disclose the actual controls at the subservice organization.

The description indicates that complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at Usio, Inc. (Output Solutions), to achieve Usio, Inc. (Output Solutions)'s service commitments and system requirements based on the applicable trust services criteria. The description presents Usio, Inc. (Output Solutions)'s controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of Usio, Inc. (Output Solutions)'s controls.

We confirm, to the best of our knowledge and belief, that:

- (a) The description presents Usio, Inc. (Output Solutions)'s Usio (system) that was designed and implemented throughout the period from October 25, 2024 to January 25, 2025, in accordance with the description criteria.
- (b) The controls stated in the description were suitably designed throughout the period October 25, 2024 to January 25, 2025, to provide reasonable assurance that Usio, Inc. (Output Solutions)'s service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period, and if the subservice organization and user entities applied the complementary controls assumed in the design of Usio, Inc. (Output Solutions)'s controls throughout that period.
- (c) The controls stated in the description operated effectively throughout the period October 25, 2024 to January 25, 2025, to provide reasonable assurance that Usio, Inc. (Output Solutions)'s service commitments and system requirements were achieved based on the applicable trust services criteria if complementary subservice organization controls and complementary user entity controls assumed in the design of Usio, Inc. (Output Solutions)'s controls operated effectively throughout that period.

A handwritten signature in blue ink, appearing to read "Ken Keller".

Ken Keller
SVP – CTO

Usio, Inc. (Output Solutions) Management

Apr 16 2025

Johanson Group LLP
6547 North Academy Blvd #105
Colorado Springs, CO 80918

In connection with your engagement to report on Usio, Inc. (Output Solutions)'s (service organization) description of its Usio (system) entitled "Description of Usio" throughout the period October 25, 2024 to January 25, 2025 (description) based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report (With Revised Implementation Guidance — 2022)* (description criteria), and the suitability of the design and operating effectiveness of controls stated in the description throughout the period October 25, 2024 to January 25, 2025 to provide reasonable assurance that Usio, Inc. (Output Solutions)'s service commitments and system requirements were achieved based on the trust services criteria relevant to security (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (With Revised Points of Focus — 2022)* (trust services criteria), we recognize that obtaining representations from us concerning the information contained in this letter is a significant procedure in enabling you to form an opinion about whether the description presents the system that was designed and implemented throughout the period October 25, 2024 to January 25, 2025 in accordance with the description criteria and whether the controls stated in the description were suitably designed and operating effectively throughout the period October 25, 2024 to January 25, 2025 to provide reasonable assurance that Usio, Inc. (Output Solutions)'s service commitments and system requirements were achieved based on the applicable trust services criteria.

We confirm, to the best of our knowledge and belief, as of the date of the report, the following representations made to you during your examination:

1. We reaffirm our assertion attached to the description.
2. We have evaluated the presentation of the description in accordance with the description criteria and the suitability of the design and operating effectiveness of the controls stated therein to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria, and all relevant matters have been considered and reflected in our evaluation and in our assertion.
3. We have disclosed to you any of the following of which we are aware:
 - (a) Misstatements (including omissions) in the description.
 - (b) Instances in which controls were not suitably designed and implemented.
 - (c) Instances in which controls did not operate effectively or as described.
 - (d) Any communications from regulatory agencies, user entities, or others affecting the presentation of the description or the suitability of the design or operating effectiveness of the controls stated therein, including communications received between the end of the period addressed in our description and the date of your report.
 - (e) All other known matters contradicting the presentation of the description or the suitability of the design or operating effectiveness of the controls stated therein or contradicting our assertion.
4. We acknowledge responsibility for our assertion and for:
 - (a) The presentation of the description in accordance with the description criteria and the suitability of the design and operating effectiveness of the controls stated therein to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria.
 - (b) Selecting the trust services category or categories to be included within the scope of the examination and determining that they are appropriate for the purpose of our engagement.
 - (c) Stating the applicable trust services criteria and related controls in the description.
5. We acknowledge responsibility for determining the scope of your examination, including identifying the time period covered by the engagement, services that are the subject of the examination, the system providing the services (including boundaries of the system), and risks relevant to business partners who provide intellectual property or services related to the system.
6. We acknowledge responsibility for determining the effect on our service commitments and system requirements of any services provided to the service organization by other organizations and determining whether those entities are subservice organizations. We are also responsible for determining whether we will use the carve-out method or inclusive method to present information about services provided at any subservice organizations in our description.

7. We acknowledge responsibility for identifying and analyzing the risks that threaten the achievement of our service commitments and system requirements based on the applicable trust services criteria.
8. We have disclosed to you any known events subsequent to the period covered by the description up to the date of this letter that would have a material effect on the presentation of the description or on the suitability of the design or operating effectiveness of the controls stated therein or on our assertion.
9. We have disclosed to you any changes in the controls that are likely to be relevant to report users occurring through the date of this letter.
10. We have provided you with all information and access that is relevant to your examination and to our assertion, as agreed upon in the terms of the engagement.
11. We believe the effects of uncorrected misstatements, if any, are immaterial, individually and in the aggregate, to the presentation of the description in accordance with the description criteria or to the suitability of the design or operating effectiveness of the controls stated therein to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria.
12. We have responded fully to all inquiries made to us by you during the examination.
13. We have disclosed to you any of the following of which we are aware:
 - (a) Actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting the presentation of the description or the suitability of the design or operating effectiveness of the controls stated therein.
 - (b) Instances of non-compliance with laws and regulations or uncorrected misstatements attributable to the service organization that may affect one or more user entities.
 - (c) All identified system incidents that resulted in significant impairment of the service organization's achievement of its service commitments and system requirements during the period October 25, 2024 to January 25, 2025.
14. We understand that your report is intended solely for the use and information of the management of Usio, Inc. (Output Solutions) and others within the organization, user entities to which we provide services, and other specified parties who have sufficient knowledge and understanding to consider it, along with other information including information about controls implemented by user entities of the system themselves, if any. We intend to distribute your report only to those specified parties.

We understand that your examination was conducted in accordance with attestation standards established by the AICPA. The examination was designed for the purpose of expressing an opinion about whether, in all material respects, the description is presented in accordance with the description criteria and whether the controls stated therein were suitably designed and operated effectively to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. We also understand that the opinion was based on your examination and that the procedures performed in the examination were limited to those that you considered necessary.



Ken Keller
CTO and SVP
Usio, Inc. (Output Solutions) Management
Apr 16 2025

**Pricing Form
 BID B25-056
 Term Contract for Tax Statement Processing**

Term: June 1, 2025 through May 31, 2026

Vendor Name: USIO Output Solutions

Description	Estimated Quantity	Unit Bid Price	Extended Price
Design and Print 8-1/2" x 11" Statements	230,000	\$ 0.0650	\$ 14,950.00
Design and Print 8-1/2" x 11" Reminder Statements	20,000	\$ 0.0450	\$ 900.00
Design and Print 8-1/2" x 11" Duplex Insert	250,000	\$ 0.0300	\$ 7,500.00
#10 Window Envelope	250,000	\$ 0.0230	\$ 5,750.00
#9 Window Envelope	250,000	\$ 0.0200	\$ 5,000.00
9" x 12" Envelope	2,500	\$ 0.3500	\$ 875.00
Individual Indexed PDF file	250,000	\$ 0.0010	\$ 250.00
Grand Total:			\$ 35,225.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1330721

Date Filed:
 06/30/2025

Date Acknowledged:
 08/12/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Usio Output Solutions
 San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 B25-056
 Tax Statement Processing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)