STATE OF TEXAS

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COUNTY OF FORT BEND

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# AGREEMENT FOR RADIO FREQUENCY IDENTIFICATION SYSTEMS AND PARTS BETWEEN AMIGOS LIBRARY SERVICES AND FORT BEND COUNTY PURSUANT TO AUSTIN CONTRACT #GA160000010

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Amigos Library Services (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, County has executed a Cooperative Purchasing Agreement with the City of Austin; and

WHEREAS, Contractor entered into CONTRACT: **GA160000010** with the City of Austin in which Contractor agreed to provide Radio Frequency Identification Systems and Parts to the City; and

WHEREAS, County's utilization of CONTRACT: **GA160000010** will assist County in the purchase of Radio Frequency Identification Systems and Parts and provide cost benefits to County, and

WHEREAS, Contractor has agreed to provide County with the same pricing as Contractor provided to the City of Austin and in accordance with CONTRACT: **GA160000010**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

- 1. The Parties hereby incorporate by reference the solicitation, terms, and conditions and pricing of the Original Agreement, attached and incorporated by reference as Exhibit One. All references to "City" or similar shall be interpreted to be County.
- 2. The term of this Agreement shall begin on the execution of the last party and continue for a period of one year. This Agreement does not automatically renew but may be renewed by written amendment, executed by the Parties.

- 3. Contractor shall provide specific Radio Frequency Identification Systems and Parts in accordance with the attached Exhibit A. The Maximum Compensation for the performance of Services for Service provided is the amount certified as available by the Fort Bend County Auditor. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- 4. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the Maximum Compensation is the amount County shall have available and specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the Maximum Compensation.
- 5. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
- 6. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 7. The following shall apply for all Notices:
  - A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
  - B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County

Attn: County Judge 401 Jackson Street Richmond, Texas 77469 With a copy to: Fort Bend County

Attn: Purchasing Agent 301 Jackson Ste. Suite 201 Richmond, TX 77469

- C. Notice is effective only if the party giving or making the Notice has complied with the subsections of this Section and if the addressee has received the Notice. A Notice is deemed received as follows:
  - i. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - ii. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.
- 8. This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit One: AUSTIN CONTRACT #GA160000010 and Exhibit A: CONTRACTOR'S SERVICES PROPOSALS AND PRICING. In the event there is a conflict, the following have priority with regard to the conflict: <u>first</u> this document titled AGREEMENT FOR RADIO FREQUENCY IDENTIFICATION SYSTEMS AND PARTS BETWEEN AMIGOS LIBRARY SERVICES AND FORT BEND COUNTY PURSUANT TO AUSTIN CONTRACT #GA160000010; <u>second</u> Exhibit One: AUSTIN CONTRACT #GA160000010 and <u>last</u> Exhibit A: CONTRACTOR'S SERVICES PROPOSALS AND PRICING.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2017.

FORT BEND COUNTY

AMIGOS LIBRARY SERVICES

Authorized Agent- Signature

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:	
Clara Russell County Librar	ian
	AUDITOR'S CERTIFICATE
	by certify that funds are available in the amount of \$ to accomplish and ation of Fort Bend County under this contract.
Exhibits:	Robert Ed Sturdivant, County Auditor
_,	
Exhibit One:	AUSTIN CONTRACT #GA160000010 CONTRACTOR'S SERVICES PROPOSALS AND PRICING

 $i:\label{library} amigo\ amigo\ sign\ doc\ 4.6.17.docx\ mtr$ 

### **EXHIBIT ONE:**

AUSTIN CONTRACT #GA160000010

#### **AS ATTACHED TO:**

AGREEMENT FOR RADIO FREQUENCY
IDENTIFICATION SYSTEMS AND PARTS
BETWEEN AMIGOS LIBRARY SERVICES AND FORT BEND COUNTY
PURSUANT TO AUSTIN CONTRACT #GA160000010

### CONTRACT BETWEEN THE CITY OF AUSTIN ("City")

### Amigos Library Services ("Contractor")

for

## Radio Frequency Identification Systems and Parts MA 5600 GA160000010

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Amigos Library Services having offices at 14400 Midway Rd., Dallas, TX 75244-3509 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JXH0006.

#### 1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JXH0006 including all documents incorporated by reference
- 1.1.3 Amigos Library Services Offer, dated 8/19/2015, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This Contract
  - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
  - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract.</u> The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$1,248,960.00 for the initial Contract term and \$35,160.00 for the first extension option, and \$26,860.00 for the second extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

AMIGOS LIBRARY SERVICES	CITY OF AUSTIN
	Terry V. Nicholson
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
	Senior Buyer Specialist
Title:	Title:
Date:	Date:

### **EXHIBIT A:**

#### CONTRACTOR'S SERVICES PROPOSALS AND PRICING

#### AS ATTACHED TO:

AGREEMENT FOR RADIO FREQUENCY
IDENTIFICATION SYSTEMS AND PARTS
BETWEEN AMIGOS LIBRARY SERVICES AND FORT BEND COUNTY
PURSUANT TO AUSTIN CONTRACT #GA160000010



4901 LBJ Freeway, Suite 150

Dallas, TX 75244-6179

972-340-2818 (direct)

 Today's Date:
 03/24/17

 Expiration Date:
 05/24/17

Ship to: (Destin	ation of Goods)		Bill to: (Agency to Invoice)		
Library Name			Name		
•	ntv Library - Bob Lutts	Fulshear - Simonton Branch Library	Amigos Library Services		
Attn: Jill Sumpter	,,		Address		
8100 FM 359 Sou	ith		4901 LBJ Freeway, Suite 150		
City, State, Zip			City, State, Zip		
Fulshear, TX 77	'441		Dallas, TX 75244-6179		
Contact Name			Accounts Payable Contact Name		
Jill Sumpter			Gerrye McEntire		
E:Mail Address			E:Mail Address		
sumpter@fortber	nd.lib.tx.us		mcentire@amigos.org		
Phone #			Phone #		
281-633-4766			972-340-2818		
Fax #			Fax #		
			972-991-6061		
P.O. # and Signatur	e (signature required if custon	ner is using this form as an order)	Requested Delivery and Install Dates		
Quantity	Item Type	Description	-	Unit Price F	Extended Price
1	SWR000004-000-US after year 1 (SWR000		Subsequent renewals	\$0.00	\$0.
10	TAG300010-000-US	RFID tag square (2,000/roll, 3 rolls/box)		\$1,140.00	\$11,400.
1	STF316005-000-US	Tag Dispenser		\$140.00	\$140.
6	STF313002-000-US	RFID workstation USB (inc. software license)		\$643.00	\$3,858.
1	GAT000620-001-US	RFID gate premium, 2 aisle, direct mount		\$12,654.00	\$12,654.
1	SHP000001-000-US	Shipping and Administration		\$490.00	\$490.
	Shipping is estimated	on one receiving location, unless otherwise noted, and on o	current rates and proposal.		
					\$0.
					\$0.0
					\$0.
					\$0.0
					· · · · · · · · · · · · · · · · · · ·
Austin Contract #G	A160000010			Subtotal	\$28,542.0
Quote Number QUO	D-56074-D7Q4, Rev:1				
	2 month warranty following	installatior		Grand Total	\$28.542.0
		<del></del>	* Applicable Sales Tax will be		Ţ_3,0 1210
	ss Above				
Drop Ship to Addre	ss Above	Amigos Sales Consultant Phone #	Applicable Sales 1ax will be	арриец	



4901 LBJ Freeway, Suite 150

Dallas, TX 75244-6179

972-340-2818 (direct)

Today's Date: 03/24/17 **Expiration Date:** 05/24/17

Ship to: (Destin	ation of Goods)		Bill to	: (Agency to Invoice)		
Library Name	<u> </u>		Name			
Fort Bend Cou	nty Library - Albert Ge	orge Library	Amigo	s Library Services		
Attn: Jill Sumpter			Addres	S		
9230 Gene Street	230 Gene Street 4901 LBJ Freeway, Suite 150					
City, State, Zip			City, S	tate, Zip		
Needville, TX 77	461		Dallas	, TX 75244-6179		
Contact Name				nts Payable Contact Name		
Jill Sumpter			Gerrye	McEntire		
E:Mail Address				Address		
sumpter@fortber	nd.lib.tx.us			ire@amigos.org		
Phone #			Phone			
281-633-4766				40-2818		
Fax #			Fax #			
				91-6061		
P.O. # and Signatur	e (signature required if custon	ner is using this form as an order)	Reque	ted Delivery and Install Dates		
Quantity	Item Type	Description	L		Unit Price Exte	nded Price
7	TAG300010-000-US	RFID tag square (2,000/roll, 3 rolls/box)			\$1,140.00	\$7,980.
1	SWR000004-000-US after year 1 (SWR000			Subsequent renewals	\$0.00	\$0.
1	STF316005-000-US	Tag Dispenser			\$140.00	\$140.
5	STF313002-000-US	RFID workstation USB (inc. software licence)			\$643.00	\$3,215.
1	SHP000001-000-US Shipping is estimated	Shipping and Administration on one receiving location, unless otherwise noted	d, and on current rates and pro	posal	\$470.00	\$470
1	GAT000620-001-US	RFID gate premium, 2 aisle Direct Mount			\$12,654.00	\$12,654
Austin Contract #G	A 160000010				Subtotal	\$24,459.0
Quote Number QUO					Subtotai	\$24,435.0
	2 month warranty following	installation			Grand Total	\$24,459.0
Orop Ship to Addre	ss Above			* Applicable Sales Tax will be a	pplied	
migos Sales Consultant		Amigos Sales Consultant Phone #				
Gerrye McEntire		972-340-2818			ı	



Dallas, TX 75244-6179

972-340-2818 (direct)

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Today's Date: 03/24/17

**Expiration Date:** 05/24/17

ibrary Name	ation of Goods)		Bill to: (Agency to Invoice	·)	
ort Bend Cour			Name	,	
	nty Library - Sugar Lai	nd Branch Library	Amigos Library Services		
attn: Jill Sumpter			Address		
50 Eldridge			4901 LBJ Freeway, Suite 150	)	
City, State, Zip			City, State, Zip		
Sugar Land, TX	77478		Dallas, TX 75244-6179		
ontact Name			Accounts Payable Contact Name	;	
ill Sumpter			Gerrye McEntire		
:Mail Address sumpter@fortben	al lib to up		E:Mail Address mcentire@amigos.org		
hone #	u.iib.tx.us		Phone #		
81-633-4766			972-340-2818		
ax #			Fax #		
u			972-991-6061		
O. # and Signature	e (signature required if custon	ner is using this form as an order)	Requested Delivery and Install D	ates	
· ·		,	1 1		
Quantity	Item Type	Description		Unit Price	Extended Price
4	SWR000004-000-US renewals after year 1		Subsequent	\$0.00	\$0
2	STF316005-000-US	Tag Dispenser		\$140.00	\$280
20	TAG300010-000-US	RFID tag square (2,000/roll, 3 rolls/box)		\$1,140.00	\$22,800
3	SCK500001-000-US	selfCheck 500D desktop kiosk		\$7,157.00	\$21,471
8	STF313002-000-US	RFID workstation USB (inc. software license)		\$643.00	\$5,144
1	GAT000620-001-US	RFID gate premium, 2 aisle, direct mount		\$12,654.00	\$12,654
1	SHP000001-000-US Shipping is estimated	Shipping and Administration on one receiving location, unless otherwise noted, an	d on current rates and proposal.	\$1,535.00	\$1,535
			· ·		\$0
					\$0
					\$0
					\$0
Austin Contract #GA				Subtotal	\$63,884.
	0-56064-T1D2 Rev:1			_	
	month warranty following	Installation		Grand Total	\$63,884.
Prop Ship to Addres	ss Above		* Applicable Sales Tax w	ill be applied	
migos Sales Consultant Gerrve McEntire		Amigos Sales Consultant Phone # 972-340-2818			



4901 LBJ Freeway, Suite 150

Dallas, TX 75244-6179

972-340-2818 (direct)

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Library Name			Name		
•	ntv Library - Bob Lutts	Fulshear - Simonton Branch Library	Amigos Library Services		
Attn: Jill Sumpter	,,		Address		
8100 FM 359 Sou	ith		4901 LBJ Freeway, Suite 150		
City, State, Zip			City, State, Zip		
Fulshear, TX 77	'441		Dallas, TX 75244-6179		
Contact Name			Accounts Payable Contact Name		
Jill Sumpter			Gerrye McEntire		
E:Mail Address			E:Mail Address		
sumpter@fortber	nd.lib.tx.us		mcentire@amigos.org		
Phone #			Phone #		
281-633-4766			972-340-2818		
Fax #			Fax #		
			972-991-6061		
P.O. # and Signatur	e (signature required if custon	ner is using this form as an order)	Requested Delivery and Install Dates		
Quantity	Item Type	Description	-	Unit Price F	Extended Price
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	Shipping is estimated	on one receiving location, unless otherwise noted, and on o	current rates and proposal.		
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Austin Contract #G	A160000010			Subtotal	\$28,542.0
Quote Number QUO	D-56074-D7Q4, Rev:1				
	2 month warranty following	installatior		Grand Total	\$28.542.0
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Drop Ship to Addre	ss Above	Amigos Sales Consultant Phone #	Applicable Sales 1ax will be	арриец	



4901 LBJ Freeway, Suite 150

Dallas, TX 75244-6179

972-340-2818 (direct)

Today's Date: 03/24/17 **Expiration Date:** 05/24/17

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Attn: Jill Sumpter			Addres	S		
9230 Gene Street	230 Gene Street 4901 LBJ Freeway, Suite 150					
City, State, Zip			City, S	tate, Zip		
Needville, TX 77	461		Dallas	, TX 75244-6179		
Contact Name				nts Payable Contact Name		
Jill Sumpter			Gerrye	McEntire		
E:Mail Address				Address		
sumpter@fortber	nd.lib.tx.us			ire@amigos.org		
Phone #			Phone			
281-633-4766				40-2818		
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Quote Number QUO					Subtotai	\$24,435.0
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Orop Ship to Addre	ss Above			* Applicable Sales Tax will be a	pplied	
migos Sales Consultant		Amigos Sales Consultant Phone #				
Gerrye McEntire		972-340-2818			ı	



Dallas, TX 75244-6179

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	nty Library - Sugar Lai	nd Branch Library	Amigos Library Services		
attn: Jill Sumpter			Address		
50 Eldridge			4901 LBJ Freeway, Suite 150	)	
City, State, Zip			City, State, Zip		
Sugar Land, TX	77478		Dallas, TX 75244-6179		
ontact Name			Accounts Payable Contact Name	;	
ill Sumpter			Gerrye McEntire		
:Mail Address sumpter@fortben	al lib to up		E:Mail Address mcentire@amigos.org		
hone #	u.iib.tx.us		Phone #		
81-633-4766			972-340-2818		
ax #			Fax #		
u			972-991-6061		
O. # and Signature	e (signature required if custon	ner is using this form as an order)	Requested Delivery and Install D	ates	
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					\$0
					\$0
Austin Contract #GA				Subtotal	\$63,884.
	0-56064-T1D2 Rev:1			_	
	month warranty following	Installation		Grand Total	\$63,884.
Prop Ship to Addres	ss Above		* Applicable Sales Tax w	ill be applied	
migos Sales Consultant Gerrve McEntire		Amigos Sales Consultant Phone # 972-340-2818			

CERTIFICA	TE OF	INTERESTED	PARTIES
V ( )	6 II II 1		

FORM 1295

of 1

		<u> </u>						
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING					
1	Name of business entity filing form, and the city, state and coun of business.	Certificate Number: 2017-184516						
	Amigos Library Services Dallas, TX United States		Date	Filed:				
2	Name of governmental entity or state agency that is a party to th	e contract for which the form is	03/2	9/2017				
	being filed.		Date	Acknowledged:				
	Fort Bend County		Jule	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provided.	ity or state agency to track or identify ded under the contract.	the c	ontract, and prov	ride a			
	13955							
	3M (Bibliotheca) RFID Upgrade	· ·						
				Nature of				
~	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap				
				Controlling	Intermediary			
	· · · · · · · · · · · · · · · · · · ·							
	<u> </u>							
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5	Check only if there is NO Interested Party.							
6	AFFIDAVIT 1 swear, or	affirm, under penalty of perjuy, that the	above	disclosure is true	and correct.			
	PATRICIA RHEA MOONEY Notary Public, State of Texas Comm. Expires 05-03-2018 Notary ID 6331757 Signature of authorized agent of contracting business entity							
	APFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said # Salr ner , this the 29th day of March .  20							
1	Signature of officer administering oath Printed name of a	c.aRhea Mooney officer administering oath	<i>∖</i> \ tle of c	oldy 7	fate et evas ng oath			
	<del>-</del>							