

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR HIGH DEMAND BOOKS FOR FORT BEND COUNTY LIBRARY

(Pursuant to RFP 24-068)

This Agreement (“Agreement”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and BTAC Acquisition Corp d/b/a Baker & Taylor, LLC (“B&T”), a company authorized to conduct business in the State of Texas. County and B&T may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, County desires for B&T to provide high demand books to the Fort Bend County Library Department (the “Services”) pursuant to RFP 24-068; and

WHEREAS, B&T represents that it is qualified and desires to perform such Services for County; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to B&T providing Services to the County pursuant to RFP 24-068.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performance by B&T in accordance with the terms of this Agreement. References to the terms “Agreement” in this Agreement shall include references to all exhibits attached hereto.
 - (a) B&T’s Proposal, dated June 28, 2024, in response to RFP 24-068 (“B&T’s Proposal”) attached hereto as “Exhibit A.”
 - (b) RFP 24-068 attached hereto as “Exhibit B.”
 - (c) Updated Scope of Services attached hereto as “Exhibit C.”

4. **Scope of Work.**

- (a) Subject to this Agreement, B&T shall provide Services in accordance with the terms and provisions of the attached Exhibits A, B, and C (the “Scope of Work”).
- (b) Any revisions made to the Scope of Work, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. **Term of Agreement.** The Term of this Agreement is effective upon execution of both Parties, and shall expire no later than September 30, 2025, unless terminated sooner pursuant to this Agreement. This Agreement will not automatically renew. However, the Parties may agree to renew this Agreement for additional one-year extensions. Notwithstanding the foregoing, this Agreement may not be renewed for more than four one-year extensions.

6. **Compensation and Payment Terms.**

- (a) B&T’s fees for the Services shall be calculated at the rate(s) set forth in B&T’s Proposal attached hereto as Exhibit A. The Maximum Compensation to B&T for the Services performed under this Agreement is Seventy-Two Thousand, Three Hundred Forty-Five Dollars and 00/100 (\$72,345.00). In no event shall the amount paid by County to B&T under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) B&T understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in B&T’s Proposal.
- (c) All performance of the Scope of Work by B&T, including any changes in the Scope of Work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
- (d) Payment shall be made by County within thirty (30) days of receipt of invoice(s). B&T may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to any invoice submitted by B&T, County shall notify B&T no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days.

7. **Limit of Appropriation.** B&T understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 4 above is Seventy-Two Thousand, Three Hundred Forty-Five Dollars and 00/100 (\$72,345.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. B&T clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy-Two Thousand, Three Hundred Forty-Five Dollars and 00/100 (\$72,345.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. B&T does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that B&T may become entitled to and the total maximum sum that County may become liable to pay to B&T under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-Two Thousand, Three Hundred Forty-Five Dollars and 00/100 (\$72,345.00).
8. **Non-appropriation.** B&T understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify B&T in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
9. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by B&T.
10. **Insurance.**
 - (a) Prior to commencement of the Services, B&T 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. B&T shall provide certified copies of insurance endorsements and/or policies if requested by County. B&T shall maintain such insurance coverage from the time the Services commence until the Services are completed and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. B&T shall obtain such insurance written on an Occurrence form 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:

- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (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.
 - (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.
 - (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 policy holder.
 - (5) Garage-keepers liability insurance with limits of not less than \$400,000 if stored on B&T's property.
- (b) 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 written on behalf of B&T shall contain a waiver of subrogation in favor of County and the members of Commissioners Court.
 - (c) If required coverage is written on a claims-made basis, B&T warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
 - (d) B&T shall not commence any Services under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
 - (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
 - (f) Approval of the insurance by County shall not relieve or decrease the liability of B&T.

11. **Indemnity.** B&T shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of B&T, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of B&T or any of B&T's agents, servants or employees.
- (a) B&T 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 B&T in the defense of each matter.
 - (b) B&T'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.
 - (c) 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 B&T, B&T shall nevertheless 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 B&T are not at issue in the matter.
 - (d) B&T's indemnification shall cover, and B&T agrees to indemnify County, in the event County is found to have been negligent for having selected B&T to perform Services described in this Agreement.
 - (e) The provision by B&T of insurance shall not limit the liability of B&T under this Agreement.
 - (f) B&T shall cause all trade contractors and any other contractor who may have a contract to perform Services in the area where work will be performed under this Agreement, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said B&T's operations. Such provisions shall be in form satisfactory to Fort Bend County.
 - (g) 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 B&T and/or trade contractor providing such insurance.

12. **Public Information Act and Open Meetings Act.** B&T expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to B&T for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by B&T expressly marked as proprietary or confidential. County shall not be liable to B&T for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. B&T further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

B&T expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to this Agreement.

13. **Compliance with Laws.** B&T shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. B&T in providing all Services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. B&T understands and agrees that nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
14. **Independent Contractor.** In the performance of work or Services hereunder, B&T shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of B&T. B&T and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
15. **Use of Customer Name.** B&T may use County's name without County's prior written consent only in B&T's customer lists. Any other use of County's name by B&T must have the prior written consent of County.
16. **Personnel.** B&T represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that B&T shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of B&T shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of B&T or agent of B&T who, in County's opinion, is incompetent or by his conduct become detrimental to providing work or Services for the County pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services.

When performing any work or Services on-site at County's facilities, B&T shall comply with, and will require that all B&T's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to B&T in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

17. **Inspection of Books and Records.** B&T shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of B&T for the purpose of verifying the amount of work performed under the Scope of Work and for verifying compliance with the terms of this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of five (4) years.
18. **Termination.**
 - (a) Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
 - (b) Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (1). If B&T fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing; or
 - (2). If B&T materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - (c) If, after termination, it is determined for any reason whatsoever that B&T was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 18(a) above.

- (d) Upon termination of this Agreement, County shall compensate B&T in accordance with § 6, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. B&T's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 6 above.
 - (e) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to B&T. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
 - (f) Upon termination of this Agreement for any reason, if B&T has any property in its possession belonging to County, B&T will account for the same, and dispose of it in the manner the County directs.
19. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event but no later than ten (10) calendar days, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.
- For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.
20. **Assignment.** B&T may not assign this Agreement to another party without the prior written consent of County.
21. **Successors and Assigns Bound.** County and B&T each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
22. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall B&T release any material or information developed or

received during the performance of Services hereunder unless B&T obtains the express written approval of County or is required to do so by law.

23. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Library Department
Attn: Director
1003 Golfview Drive
Richmond, Texas 77469

And Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to B&T: Baker & Taylor, LLC
Attn: Jennifer Rhyne
2810 Coliseum Centre Drive, Suite 300
Charlotte, North Carolina 28217

Within ten (10) calendar days of the Effective Date of this Agreement, B&T shall designate in writing a representative to be County's primary contact during the term of this Agreement and such representative shall be available as required for the benefit of the Services and County.

24. **Performance Representation.** B&T represents to County that B&T has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and B&T will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards. B&T warrants that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.
25. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY B&T THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**

26. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
27. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
29. **Conflict.** In the event of any conflict or inconsistency among the terms and conditions set forth in the documents comprising this Agreement, the order of priority will be: (1) this Agreement; (2) the Updated Scope of Services (attached as Exhibit C); (3) County's RFP 24-068 (attached as Exhibit B); and (4) B&T's Proposal, dated June 28, 2024, in response to RFP 24-068 (attached hereto as Exhibit A).
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas. County does not agree to submit disputes arising out of the Agreement to binding arbitration. County does not agree to pay any and/or all attorney fees incurred by B&T in any way associated with the Agreement.
31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, B&T hereby verifies that B&T and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, B&T does not boycott Israel and is authorized to agree in

such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, B&T does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, B&T does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- 32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, B&T 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.
- 33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
- 34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
- 35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

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IN WITNESS WHEREOF, and intending to be legally bound, County and B&T hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

BTAC ACQUISITION CORP D/B/A BAKER & TAYLOR, LLC

KP George, County Judge



Authorized Agent - Signature

Date

Jennifer Rhyne

Authorized Agent- Printed Name

ATTEST:

Director, Pricing Services

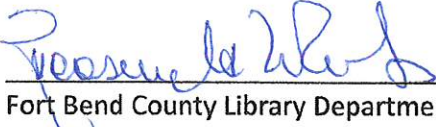
Title

Laura Richard, County Clerk

October 10, 2024

Date

APPROVED:



Fort Bend County Library Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: B&T's Proposal, dated June 28, 2024, in response to RFP 24-068;
Exhibit B: RFP 24-068; and
Exhibit C: Updated Scope of Services

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EXHIBIT A

(B&T's Proposal Follows Behind)



**Request for Proposal 24-068
High Demand Books for Fort Bend County Library
for**

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

Response due: July 2, 2024 at 2:00 pm

***Baker & Taylor, LLC
2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
bids@baker-taylor.com
Phone: 704-998-3248***


**Jennifer Rhyne
Director, Pricing Services**

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June 28, 2024

Ms. Melissa Stavinoha, Senior Buyer
Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

**RE: Term Contract for Purchase of High Demand Books
Bid 24-068**

Due: July 2, 2024 at 2:00 PM

Dear Ms. Stavinoha:

Thank you for allowing Baker & Taylor the opportunity to bid on the supply of High Demand Books for the Fort Bend County Public Library. We have carefully reviewed the requirements and are confident we can satisfy the specifications of your library. Please review the following and accept this letter as part of Baker & Taylor's comprehensive bid proposal.

Baker & Taylor is pleased to provide this Book Leasing program proposal specifically designed for the Fort Bend County Library to support the management of your high demand book collection efforts. Our programs are flexible and efficient and utilized by libraries of all sizes to achieve maximum patron satisfaction and circulation results. Our subscriber base is second to none and includes the top recognized libraries in America and beyond.

Baker & Taylor's Book Leasing Program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, trade hardcover and trade paperback titles. Our lease program is simple to manage remaining focused on the titles that truly generate higher circulation numbers and satisfy patron demand.

Upon award, we look forward to meeting with the library staff to discuss the library's workflow and processes to determine how Baker & Taylor can best meet the needs of the library.

Should you have any questions upon reviewing our response, please contact me at (800) 775-7930, ext. 3248. I will be pleased to answer any questions or to clarify any information.

Thank you for your consideration. We look forward to your response to our proposal.

Sincerely,



Jennifer Rhyne
Director, Pricing Services
Baker & Taylor, LLC
2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
jennifer.rhyne@baker-taylor.com
704-998-3248

TAB 1 – CREDENTIALS AND RELATED EXPERIENCE

About Baker & Taylor

For over 196 years, Baker & Taylor has served as a leading distributor of print books, ebooks, digital audiobooks and video products to libraries across the United States. We also provide our customers with value-added proprietary data products and customized management and outsourcing services. But our work goes beyond product distribution. As a fully independent, minority-owned business, we are wholly committed to partnering with our library customers to improve community outcomes.

Every day, our team of over 1,100 library and literacy champions work with purpose, developing innovative solutions to address the challenges libraries face. From improving representation with our Diversity, Equity and Inclusion module to creating a pathway to sustainability with our book recycling program, our team works tirelessly to support our customers. We look forward to providing our dedicated solutions and services to you.

Book Leasing Services

Baker & Taylor's Book Leasing Program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, trade hardcover and trade paperback titles. Our lease program is simple to manage remaining focused on the titles that truly generate higher circulation numbers and satisfy patron demand. We have eliminated the tedious review of management reports and simplified returns tracking via our Quick Returns Service.

Baker & Taylor's monthly selection lists provide the most up-to-date information regarding forthcoming titles two to three months prior to publication. Orders can be placed via Title Source 360 or your library's ILS acquisitions software. Leased books are shipped via UPS, free of charge, from your primary B&T distribution center to provide rapid receipt for sensitive titles. Book Leasing orders receive priority handling within our facilities to ensure rapid receipt. Your leased books will arrive cataloged and completely shelf-ready per specifications.

Client References

San Antonio Public Library

600 Soledad St.
San Antonio, TX 78205

Troy Hoyles
Supervisor Collection Development
210-207-2630
troy.hoyles@sanantonio.gov

Provision of print material and related services / ongoing customer since 1994

Houston Public Library

500 McKinney St.
Houston, TX 77002

Pat Ogea
Acquisitions Collection Manager
832-393-1608
Pat.Ogea@houston.tx.gov

Provision of print material and related services / ongoing customer since 1986

Victoria Public Library

302 North Main Street
Victoria, TX 77901

Katrine Villela
Technical Services Manager
361-485-3304
kvillela@victoriatx.gov

Provision of print material and related services / ongoing customer since 1984

TAB 2 – PLAN SIZE AND FLEXIBILITY

Quota Management

Your library will receive Full Allowance each month of the annual contract. B&T will deduct One (1) book allowance for each book selected with a publisher list price of the quota limit (or less). No reduction in monthly quota allowance is made during any months within the publishing cycle.

Core Collection / Collection Rotation

The Library will retain all books shipped for the program (with no rotation), building to the Core Collection base size (10 times the monthly quota allowance). The build to core size provides a baseline for making critical rotational returns. A rotating collection will provide optimum access to key new titles for patrons. Keeping your high demand collection fresh and attractive is vital to maximizing circulation.

After reaching the desired core collection size, the library is encouraged to rotate the collection throughout the year. Over the life of the contract, the library will be allowed to retain 20% of books slated for return during the normal rotation cycle, free of charge.

Shipping Costs

B&T Book Leasing pays all shipping costs when books are rotated out of your book leasing collection and returned to B&T. Please note, however, if the Library is unable to continue program participation, the Library will be responsible for returning the core collection and for any related shipping cost via economical shipper of the Library's choice.

Damaged and Defective Books

B&T will replace books that are damaged upon arrival in the library. Publisher defective books will be replaced up to six (6) months after they have been received by the library.

Monthly Reporting and Lost Books

Baker & Taylor Book Leasing System's inventory report is the easiest to use in the industry today. We provide a report of account activity and quota utilization on a monthly basis. No additional charge is assessed for lost, stolen, or damaged books. These books are simply reported via the Quick Returns form and the library's records are updated to reflect the activity.

Invoicing

Program subscribers may elect monthly, bi-annual, or annual billing. Prepayment discounts are available for bi-annual and annual billing. The reduction of invoices processed throughout the year represents a significant benefit to the library, saving valuable staff time and simplifying annual budget planning.

TAB 3 – UNDERSTANDING SCOPE OF WORK

1.1 Vendor Capabilities

- 1.1.1 Currently, our national distribution network is comprised of distribution centers that maintain a combined inventory of over 4.5 million items. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, Children and Teens, and digital materials. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 9 million items. This depth and breadth of inventory means that Baker & Taylor has the capability to meet your patrons' demands.
- 1.1.2 Baker & Taylor's Title Source 360 is compatible with Polaris ILS.
- 1.1.3 Baker & Taylor's The Title Source 360™ is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, spoken word audio, DVD, and music CD titles. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, and latest list price. Title information is updated daily.

Our database contains over 9 million book titles, 200,000 DVD titles, and 700,000 music titles. Data elements include: Annotations from LC and B&T publications, digitized cover images, 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts.

Title Source 360™ is a revolutionary way to order multiple product formats from one trusted source. Through the latest innovative technology, Title Source 360™ provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process.

Title Source 360™ Benefits:

- Largest database of book titles and media products
- Fast, customized search results based on prior searches or user profile
- Intuitive interface
- Inventory view and title searching within cart
- Product release calendar
- Special offers and promotions
- Live customer support
- Customized profiles
- Streamlined order management
- Simple batch entry upload and ordering process

Users under the same Administrative umbrella may create, transfer, and share multiple carts for ease of selection.

Our Title Source 360 website can be used to review B&T's Book Leasing Selection Lists including prepublication title listings and B&T's *Quick Call* Lease Lists over the Internet. Using Title Source, the staff can read annotations and view cover images, log selections and place orders online. Title Source offers a single resource for ordering lease books and placing firm orders.

This workflow integration provides efficiency and eliminates staff cross-supplier management. In addition, the library can import bibliographic data from TS360 into your library's ILS acquisition system.

Baker & Taylor is pleased to offer a subscription to Title Source 360 to the Library free of charge. This subscription package will include an Administrative ID, unlimited user IDs, grid ordering, full text reviews, and MARC profiler for creation of on order records.

- 1.1.4 Stock information in Title Source 360 is accurate and updated on a daily basis. Users can search the database via 45 different search indices, including author, title, subject, and ISBN.
- 1.1.5 Title Source 360 lists the availability status for each title.
- 1.1.6 Baker & Taylor can provide access to full-text review citations from the following major review sources: AudioFile, Booklist, BookPage, Choice, Doody's, E-Streams, ForeWord, Clarion Reviews, Horn Book Guide, Horn Book Magazine, Kirkus, Voice of Youth Advocates, PW Annex, LJ, SLJ, Criticas, Library Talk, Book Report, and Technology Connection.
- 1.1.7 Ordering and the ability to print invoices are available online. A status report to check credits, review quota/points details will be emailed monthly or upon request.
- 1.1.8 The majority of orders will be shipped within 2-3 days of receipt of order.

1.2 Leasing Plan

- 1.2.1 Baker & Taylor is pleased to offer a flexible book leasing plan as requested. Please see Tab 4 for additional information.

1.2.2 Selection Lists

Our staff of professional book buyers highlight titles for this program based upon reviews and anticipated general public demand. Each month, prepublication title lists are created with comprehensive annotations to assist the library with selections. Annotations include information on authors and titles, as well as information on planned promotional tours, print runs, book club selections, and media tie-ins. In addition to the prepublication list, Our *Quick Call* publication lists current bestsellers and a variety of popular titles that are available through our Lease Program. These titles are available in-stock and are ready for 48-hour shipment. Cataloging and shelf ready processing is available for all listed titles.

Baker & Taylor's monthly prepublication lists of titles three-months in advance of publication are available in print-friendly PDF or excel versions. Lease Lists are also available as selection lists, which can be found on our Title Source 360 website on the B&T Lists/Adult page under Book Leasing.

Special Requests

Special requests are also welcome. Requests for hardcover or paperback Trade titles not listed in our publications will be accepted and added to your order. We do not limit selection to our program list and other selections are encouraged.

- 1.2.3 Comply. Please see Item 1.2.2 above for additional information.
- 1.2.4 Baker & Taylor Book Leasing System's inventory report is the easiest to use in the industry today. We provide a report of account activity and quota utilization on a monthly basis. No additional charge is assessed for lost, stolen, or damaged books. These books are simply reported via the Quick Returns form and the library's records are updated to reflect the activity.
- 1.2.5 The Library will retain all books shipped for the program (with no rotation), building to the Core Collection base size (10 times the monthly quota allowance). The build to core size provides a baseline for making critical rotational returns. A rotating collection will provide optimum access to key new titles for patrons. Keeping your high demand collection fresh and attractive is vital to maximizing circulation.

After reaching the desired core collection size, the library is encouraged to rotate the collection throughout the year. Over the life of the contract, the library will be allowed to retain 20% of books slated for return during the normal rotation cycle, free of charge.

Baker & Taylor pays all shipping costs when books are rotated out of your book leasing collection and returned.

- 1.2.6 Please see Item 1.2.5 above for additional information.
- 1.2.7 B&T will replace books that are damaged upon arrival in the library. Publisher defective books will be replaced up to six (6) months after they have been received by the library.
- 1.2.8 Should the Library wish to retain more than 20% of the collection, those items may be purchased for \$3.00/unit.

1.3 Shipping & Invoices

- 1.3.1 B&T Book Leasing pays all shipping costs when books are rotated out of your book leasing collection and returned to B&T. Please note, however, if the Library is unable to continue program participation, the Library will be responsible for returning the core collection and for any related shipping cost via economical shipper of the Library's choice.
- 1.3.2 Baker & Taylor can comply.
- 1.3.3 Baker & Taylor is unable to provide same day shipping. The majority of orders will be shipped within 2-3 days of receipt of order.
- 1.3.4 Baker & Taylor is unable to provide same day shipping. The majority of orders will be shipped within 2-3 days of receipt of order.
- 1.3.5 Baker & Taylor can comply.
- 1.3.6 Baker & Taylor can comply.
- 1.3.7 Baker & Taylor can comply.

1.4 Processing of Materials

Baker & Taylor can comply with the cataloging and processing requested by the Library in the Request for Proposal.

TAB 4

Cost of Services

Baker & Taylor is pleased to propose the following pricing for Book Leasing services available to the Fort Bend County Library:

Note – Pricing information outlined below is based on the quantity of the Library's purchase of approximately 3,900 books between October 1, 2022 and September 30, 2023.

Adult Book Leasing

Year	Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount #	Total Annual Investment #	Year 1 Price Per Unit #
1 & 2	\$18.55	\$31.00*	325	4,225 **	\$72,345.00	2%	\$70,898.10	\$16.78
3 & 4	\$18.75	\$31.00*	325	3,900	\$73,125.00	2%	\$71,662.50	\$18.38
5	\$19.00	\$31.00*	325	3,900	\$74,100.00	2%	\$72,618.00	\$18.62

* Books with a publisher's list price between \$31.01 and \$41.00 will be counted as two (2) against the quota allowance. Books with a publisher's list price between \$41.01 and \$51.00 will be counted as three (3) against the quota allowance. Books retailing at higher rates will be charged an additional quota allowance for every \$10 retail price level.

** The Library will receive an additional month's allowance during the first year.

There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days.
NOTE: The prepayment discounts are available to libraries paying via check or ACH; prepayment incentives are not available for credit card or purchase card payments.

TAB 5

- **Certificate of Insurance**
- **Vendor Form**
- **W9 Form**
- **Tax Form/Deb/Residence Certification**
- **Form 1295**



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

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	BTAC Acquisition Corp												
Business Name (if different from legal name)	Baker & Taylor, LLC												
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? 196 years										
Federal ID # or S.S. #	BTAC Acquisition Corp = 87-3321348, Baker & Taylor, LLC = 47-3179974	SAM.gov Unique Entity ID #	KWTSK11WAK14										
SAM.gov CAGE / NCAGE	0G2P2												
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	PO Box 277930												
City/State/Zip	Atlanta, GA 30384-7930												
Physical Address	2810 Coliseum Centre Drive, Suite 300												
City/State/Zip	Charlotte, NC 28217												
Phone Number	800-775-7930, ext. 3248												
E-mail	bids@baker-taylor.com												
Contact Person													
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
_____	_____												
_____	_____												
_____	_____												
_____	_____												
Company's gross annual receipts	<input type="checkbox"/> <\$500,000 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999	<input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000											
NAICs codes (Please enter all that apply)	424920, 423990												
Signature of Authorized Representative													
Printed Name	Jennifer Rhyne												
Title	Director, Pricing Services												
Date	June 28, 2024												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) BTAC UNITED ACQUISITION HOLDING COMPANY		
	2	Business name/disregarded entity name, if different from above. BAKER & TAYLOR, LLC (EIN 47-3179974)		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions. 2810 Coliseum Centre Dr., Ste. 300	Requester's name and address (optional)	
	6	City, state, and ZIP code Charlotte, NC 28217		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
OR									
Employer identification number									
8	7		3	3	2	1	3	4	8

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *Dalei Krubner*

Date *4/23/24*

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 47-3179974

Company Name submitting Bid/Proposal: Baker & Taylor, LLC

Mailing Address: 2810 Coliseum Centre Drive, Suite 300 Charlotte, NC 28217

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

Not Applicable

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>
none	none

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

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

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

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

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

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

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

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

I certify that Baker & Taylor, LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____
[Company Name]

Charlotte, NC _____
[City and State]

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:
2024-1182282

Date Filed:
06/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Baker & Taylor, LLC
Charlotte, NC United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 24-068
High Demand Books

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kochar, Amandeep	Charlotte, NC United States	X	
	Lucas, Bradley	Charlotte, NC United States	X	

5 Check only if there is NO Interested Party.

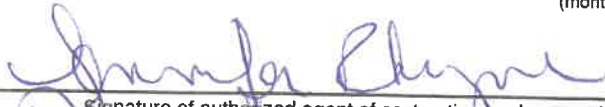
6 UNSWORN DECLARATION

My name is Jennifer Rhyne, and my date of birth is March 17, 1975.

My address is 2810 Coliseum Centre Drive, Suite 300, Charlotte, NC, 28217, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Mecklenburg County, State of North Carolina, on the 28th day of June, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

**RFP 24-068 – High Demand Books for Fort Bend County Library
Q&A #1**

Question 1: 1.4.1 All titles shall be cataloged and processed to FBCL's specification at no additional charge." Does this refer to materials outside of the lease program, or just leased materials?

Answer: 1.4.1 is only in reference to leased materials.

Question 2: Are there specific cataloging specifications that should be addressed in our response?

Answer: If they could provide a sample MARC record for a leased adult fiction title that would be welcomed.

Question 3: What is the term of the resulting contract(s)?

Answer: The term of the contract September 30, 2024, renewable annually for four (4) years (through September 30, 2028) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

Question 4: Is this RFP only for leased materials?

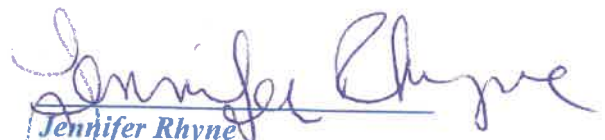
Answer: Yes, this is just for leased materials.

Question 5: If we have a lease alternative program, but not a traditional lease program, are we able to still respond to this RFP as long as we clearly identify the differences?

Answer: RFP can be responded to as long as the leasing alternative program details are clearly identified

Question 6: Would the County consider extending the submission deadline since the question deadline is relatively close to the submission date?

Answer: No


Jennifer Rhyne
Director, Pricing Services
June 28, 2024

**RFP 24-068 – High Demand Books for Fort Bend County Library
Q&A #2**

Question 1: Could you please clarify the term of the contract? The term of the contract September 30, 2024, renewable annually for four (4) years (through September 30, 2028) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate. Does this mean that the term is for 1 year, with 3, 1-year renewals, or is the term 4 years?

Answer: The term will begin upon contract execution, on or around September 30, 2024 for 1 year, renewable for 3 years after if mutually agreed upon until September 30, 2028.

Question 2: Are prices to remain firm for the initial 1st year, or for the entire 4 years?

Answer: Prices shall remain firm for the initial twelve (12) months of this contract. Any price increases anticipated following the initial twelve month term should be included in the respondents proposal with the estimated percentage increase per year.



Jennifer Rhyme
Director, Pricing Services
June 28, 2024



BAKER & TAYLOR
A Follett Company

ROTATING READS

Book Leasing
Circulate... Rotate... Celebrate!



Get the titles when they're hot, return them when they're not.

Baker & Taylor content experts produce a monthly prepublication and a key current titles list to help simplify high demand selection. Additional trade title selections may also be added to your B&T Book Leasing orders through Title Source 360! Your library will benefit greatly from our vast array of suppliers and extensive inventory!

Popular Adult

- Adventure and Suspense
- Biography
- Historical Novels
- Horror
- Large Print
- Mystery
- Romance
- Science Fiction
- Scoop Lists
- Seasonal
- Spanish Language
- Western

Popular Children's and Teen (CATS)

- Graphic Novels
- Nonfiction
- Fiction
- Easy Readers
- Picture Books
- Chapter Books
- Popular Genres
- Award Winners and Honors
- Summer Reading

Computer/Technology

- Business & Finance
- Databases
- Programming & Coding
- Internet & Web Development
- Operating Systems
- Client Server
- Groupware
- Integrated Software
- Utilities
- Networking
- Professional Reference/ Electronics

Each month you will receive **CompuBook**, our prepublication list of new computer titles, as well as QuickClick, a listing of the current best-selling computer titles. Other high demand trade paperback selections may be requested as well!

Large Print

- Popular Adult Fiction
- Popular Adult Non-Fiction
- Seasonal Titles and more

Spiritual

- Christian
- Religions
- Inspirational Fiction
- Inspirational Nonfiction

1. Simple and Strategic!

Choose the size of your annual lease plan and begin selecting titles. Books are delivered to your library, ready for use. After titles peak in popularity, return a portion to make room for new titles. A percentage may also be retained as part of your permanent collection.

2. Affordable and Efficient!

Your book lease plan may be invoiced annually, semi-annually or quarterly. This billing process greatly reduces the number of invoices that must be processed and paid significantly reducing library administrative costs!

3. Selection Made Easy!

Baker & Taylor content experts produce comprehensive lists of new and forthcoming releases. Lists are accessible via Title Source 360 providing robust title data needed for selection decision making.

4. FAST and Shelf Ready!

Books are shipped free of charge within the continental U.S. and on a priority basis! Book Leasing orders receive special and expedited handling to ensure your library is able to meet patron demand quickly. Books are available processed and cataloged through TechXpress, the most sophisticated and comprehensive system of cataloging and processing available in the industry, or via our Customized Library Services program upon request.

5. Informed and up to date!

Each month Baker & Taylor emails two reports designed to help track your leased book collection. The Monthly Quota Status Report details monthly quota allotment and usage. The Inventory Status Report reflects on-hand inventory volume.

6. Simplified Rotational Returns!

When your library's basic collection is exceeded by 25%, you're ready to rotate older inventory and refresh your collection with exciting new titles! A percentage of the number of units returned may be retained from your remaining collection at no additional charge.





Sign up today and start celebrating!

Join the thousands of libraries worldwide now
aggressively responding to patron needs while
saving time and administrative dollars through

Baker & Taylor's book leasing program. To
find out more, call 800-775-3800 x1 or e-mail
leasing@baker-taylor.com.

 **BAKER & TAYLOR**
A Follett Company

www.baker-taylor.com

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



**High Demand Books for Fort Bend County Library
RFP 24-068**

SUBMIT SEALED PROPOSALS TO:

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

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

SUBMIT NO LATER THAN:

July 2, 2024
2:00 PM (CST)

LABEL ENVELOPE:

RFP 24-068
High Demand Books

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

***PROPOSALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.
PROPOSALS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court 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 RFP opening).
- Submit response in accordance with requirements stated on the cover of this document.
- Do NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)													
Business Name (if different from legal name)													
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?										
Federal ID # or S.S. #	SAM.gov Unique Entity ID #												
SAM.gov CAGE / NCAGE													
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____												
Remittance Address													
City/State/Zip													
Physical Address													
City/State/Zip													
Phone Number													
E-mail													
Contact Person													
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:center">Cert Date</th> <th style="text-align:center">Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____	>\$22,400,000 _____										
NAICs codes (Please enter all that apply)													
Signature of Authorized Representative													
Printed Name													
Title													
e													

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

It is the intent of Fort Bend County (the “County”) to contract with one (1) vendor to provide high demand, adult fiction books to be leased to Fort Bend County Libraries (FBCL) which meets or exceeds the specifications as stated herein. FBCL purchases hardcover fiction titles from popular authors and titles on the New York Times Best Sellers list. Approximately 2,600 books from popular fiction authors and approximately 1,300 from the New York Times Best Sellers list were purchased between October 1, 2022 through September 30, 2023. FBCL is automated with the Polaris Automation System version 7.3 or higher. The library system has the acquisition module and uses it for ordering and tracking funds. Vendor must provide a seamless interface with the Polaris Automation System. We may also use the Vendor’s website for ordering. When the Vendor’s website is used for ordering, the information on materials ordered (such as MARC records, branch locations and fund codes) must be easily imported into our Polaris Automation System.

1.1 Vendor Capabilities

- 1.1.1 Vendor maintains an in-stock inventory of a minimum of 500,000 book titles available for delivery.
- 1.1.2 Vendor provides a seamless interface with the Polaris Automation System 7.3 or higher and also offer ordering from the vendor’s website.
- 1.1.3 Vendor provides access to an online database for multiple staff members of FBCL
- 1.1.4 The online database is consistently updated every working day and searchable by author, title, subject, and ISBN.
- 1.1.5 The database lists materials to which the Vendor has access, giving status of items such as “in stock,” “on order,” “must order direct,” etc.
- 1.1.6 The database of available materials for leasing will contain a list of reviews from journals such as, but not limited to: Kirkus, Library Journal, Booklist, Publisher’s Weekly, etc.
- 1.1.7 The vendor has an online site where FBCL can manage their account by being able to view and print monthly/quarterly/annual invoices, check credits, and provide a consolidate management report listing inventory and usage of allowance.
- 1.1.8 Vendor is able to supply the majority of in-stock titles so that these books will arrive at the library within five (5) working days after the receipt by the vendor of the order.

1.2 Leasing Plan

- 1.2.1 A flexible leasing book plan that can offer varied plan size/quota/allowance units per month and a minimum annual book quota/allowance of 3,900.
- 1.2.2 A reliable monthly selection list(s) that provide selection guidance.

- 1.2.3 Notification to FBCL of any programs that would provide FBCL with High Demand titles prior to the publication date and any commitments that will be required of the library regarding the program.
- 1.2.4 No additional charges shall be assessed for stolen, lost, or damaged books.
- 1.2.5 Older titles leased will be returned to vendor after a specific period of time or quota/allowance ratio with the return shipping cost covered by the vendor.
- 1.2.6 Ability to retain a percentage (%) of leased items during each subscription period at no extra charge.
- 1.2.7 Ability to return defective items at no extra charge.
- 1.2.8 Option to buy additional copies of titles.

1.3 Shipping & Invoices

- 1.3.1 Vendor provides free shipping of all items. Books are delivered to the Fort Bend County Library Administration Building, Adult Services, 1003 Golfview Drive, Richmond, TX 77469.
- 1.3.2 Vendor must provide a packing list with each shipment that includes the following:
 - 1.3.2.1 Contract purchase order and Bid number.
 - 1.3.2.2 Books listed within purchase order by title.
 - 1.3.2.3 For each title provide quantity ordered, quantity shipped, and unit price.
 - 1.3.2.4 Vendor's name and address.
 - 1.3.2.5 The library's name, address, and account number.
- 1.3.3 Capability to provide same day shipping for materials that are ordered and confirmed the same day and that are in stock at the vendor's designated primary warehouse.
- 1.3.4 Same day shipping must be able to include retrospective titles as well as newly published titles.
- 1.3.5 Unfilled back orders are automatically canceled after 90 days
- 1.3.6 Unfilled back orders of pre-publication orders are automatically canceled 30 days after the date item is published
- 1.3.7 Printed notification provided for all cancellations with reasons for cancellations.

1.4 Processing of Materials

- 1.4.1 All titles shall be cataloged and processed to FBCL's specification at no additional charge.
 - 1.4.1.1 Books with jackets shall be processed by the vendor with Mylar covers, unattached to the book.
 - 1.4.1.2 Spine Label: 1.0" width x 1.375" height
 - 1.4.1.2.1 Vendor supplied.
 - 1.4.1.2.2 Supports up to 8 lines of up to 8 characters.

- 1.4.1.2.3 Spine labels are applied so that the bottom of the spine label is flush with the bottom of the book.
- 1.4.1.2.4 For narrow books, move the spine label to the outside front cover- bottom left-hand corner.
- 1.4.1.2.5 Two characters must be visible on the spine before moving the spine label to the outside front cover.
- 1.4.1.2.6 All spine labels will be covered with a label protector or dust jacket.
- 1.4.1.2.7 Sample Label



1.4.2 Barcodes

- 1.4.2.1 FBCL supplied.
- 1.4.2.2 All barcodes will be placed on the upper right side of the back side of the book, ½” from the top and right edge of the book
- 1.4.2.3 All barcodes will be covered with a label protector or dust jacket
- 1.4.2.4 Sample Label



1.4.3 Property Label: 2 ¾” width x 1” height

- 1.4.3.1 Vendor supplied.
- 1.4.3.2 Supports three lines of text.
- 1.4.3.3 Property labels will be placed on the bottom left side of the book, ½” from the left and bottom book edges.
- 1.4.3.4 If the book is small labels can be placed ¼” from the edge of the book
- 1.4.3.5 All labels will be covered with a label protector or dust jacket.
- 1.4.3.6 Sample



2.0 PROPOSAL SUBMISSION:

2.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, Melissa.Stavinoha@fortbendcountytexas.gov. Responses to questions will be issued in writing only; verbal questions and responses will not be considered. Deadline for submission of questions and/or requests for clarification is **no later than 10:00 am (CST), Monday, June 24, 2024**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

2.2 When submitting a Proposal in response to this request, the following are required:

2.2.1 One (1) original, four (4) copies and one (1) electronic response on flash drive. Flash drive must contain only one (1) file in PDF format and must match written original response and all copies identically. Failure to provide proper Flash drive, copies and/or original is cause for disqualification.

2.2.2 Ensure that this RFP is included in your Proposal and that all the information requested is included with Respondent's Proposal.

2.2.3 Provide a title page showing the RFP subject, name of Respondent, address, telephone number and email address. The title page must be signed by an officer of the firm.

2.2.4 Provide all required elements as stated herein.

2.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating Proposals and conducting contract negotiations.

2.4 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the Respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of ninety (90) calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Fort Bend County reserves the right to request best and final offers or additional information from each Respondent after

proposals are evaluated.

2.5 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

2.6 Opening of Proposals:

Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

2.7 Contract Award:

Fort Bend County Commissioners Court will award the contract to the responsible company(s) who has been determined to be the best evaluated offer. Accordingly, Fort Bend County may award a contract to a Respondent that is not the least-priced bidder. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this RFP. It is Fort Bend County's intent to award one contract as a result of this solicitation, but the County reserves the right to award a contract to multiple firms if it deems doing so is in the County's best interest.

2.8 Exceptions to RFP:

Any and all exceptions/substitutes, conditions, or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception and inserted in the proposal along with associated costs.

3.0 PROPOSAL CONTACT:

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

Melissa Stavinoha
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Melissa.Stavinoha@fortbendcountytexas.gov

4.0 TEXAS ETHICS COMMISSION FORM 1295:

4.1 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, Proposal or any contracts, contract amendments, renewals, or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

4.2 On-line instructions:

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

4.2.2 Identification number is: RFP 24-068.

4.2.3 Description is: High Demand Books.

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

5.0 TENTATIVE SCHEDULE:

Release of RFP:	June 9, 2024
Deadline for Questions:	June 24, 2024
Submission Due Date:	July 2, 2024
Evaluation of Submissions:	Week of July 8th, 2024
Commissioners Court Permission to Negotiate:	July 23, 2024
Negotiations:	Beginning July 29th, 2024
Final Contract Approval Commissioners Court:	August 13, 2024

6.0 TAX EXEMPT:

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

and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

7.0 INCURRED COSTS:

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

8.0 ACCEPTANCE:

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

9.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 9.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential respondent find discrepancies, omissions or ambiguities in this proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, June 24, 2024 at 10:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 9.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this proposal, an addendum will be posted to the County website. The respondent is required to acknowledge receipts of amendments in their proposal. It is the respondent's responsibility to ensure receipt of all addenda and amendments to this proposal before submitting their proposals.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

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

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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

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

12.0 ASSIGNMENT:

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

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the respondent and its agents, including this proposal and all reports, recommendations, specifications, and data shall be treated by the respondent and its agents as confidential. The respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 14.2 Any dispute between the respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

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

16.0 INDEPENDENT CONTRACTOR:

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

17.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 17.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code:
Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 17.2 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.

18.0 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.

19.0 DRUG-FREE WORKPLACE:

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

20.0 INSURANCE:

- 20.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 20.2 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:
 - 20.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 20.2.2 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.
 - 20.2.3 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.

20.2.4 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.

20.2.5 Garage-keepers liability insurance with limits of not less than \$400,000 if stored on contractor's property.

20.3 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.

20.4 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.

21.0 INDEMNIFICATION:

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

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

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

21.3 In the event of any dispute between the parties as to whether a claim, demand, suit,

action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

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

22.0 EVALUATION CRITERIA:

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

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

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Credentials and related experience
2	Plan size and flexibility
3	Understanding Scope of Work
4	Cost of services

5 Overall Completeness of Proposal

- 22.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 22.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.
- 22.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Credentials and related experience (weight factor = 10%)

- Provide a brief history and description of your company.
- Indicate the length of time your company has been providing book leasing services.
- Vendor must provide, WITH BID, three (3) references of current contracts. References must include contact person, telephone number, mailing address and terms of existing contract.

Tab 2

Plan size and flexibility (weight factor = 25%)

- Respondents shall provide copies of types of book plans including specific terms and conditions that will be offered as part of this solicitation.
- Provide plan details for the return of older leased titles.

Tab 3

Understanding Scope of Work (weight factor = 25%)

- Respondents shall provide an outline and express, in detail, their understanding of the Scope of Services section. Describe the approach your firm will take to accomplish the project. Specify any deviations.

Tab 4

Cost of services (weight factor = 35%)

- Provide cost to provide these services.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Proof of Insurance
- Vendor Form

- W9 form
- Tax Form/Debt/Residence Certification

23.0 EVALUATION PROCESS:

- 23.1 After the Proposals are received, the evaluation team shall evaluate each Proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially, and comprehensively. Following this initial evaluation, the evaluation team may recommend entering into contract negotiations without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 23.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 23.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 23.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 23.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 23.6 All Proposals submitted are to be valid for a period of ninety (90) days.

24.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted

shall be open to public inspection after the contract award.

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

25.0 SOCIOECONOMIC CONTRACTING:

If Respondent intends to subcontract any work related to this RFP and the subsequent contract, Respondent must, pursuant to 2 C.F.R. § 200.321, take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- 25.1 Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- 25.2 Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- 25.3 Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- 25.4 Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- 25.5 Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

26.0 VENDOR STATUS:

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

27.0 REQUIRED FORMS:

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

- 27.1 Vendor Form
- 27.2 W9 Form

27.3 Proof of Insurance

27.4 Tax Form/Debt/Residence Certification

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—A organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

EXHIBIT B

(RFP 24-068 Follows Behind)

*Fort Bend County, Texas
Request for Proposals*



*High Demand Books for Fort Bend County Library
RFP 24-068*

SUBMIT SEALED PROPOSALS TO:

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

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

SUBMIT NO LATER THAN:

July 2, 2024
2:00 PM (CST)

LABEL ENVELOPE:

RFP 24-068
High Demand Books

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

***PROPOSALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.
PROPOSALS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court 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 RFP opening).
- Submit response in accordance with requirements stated on the cover of this document.
- Do NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

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

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

It is the intent of Fort Bend County (the “County”) to contract with one (1) vendor to provide high demand, adult fiction books to be leased to Fort Bend County Libraries (FBCL) which meets or exceeds the specifications as stated herein. FBCL purchases hardcover fiction titles from popular authors and titles on the New York Times Best Sellers list. Approximately 2,600 books from popular fiction authors and approximately 1,300 from the New York Times Best Sellers list were purchased between October 1, 2022 through September 30, 2023. FBCL is automated with the Polaris Automation System version 7.3 or higher. The library system has the acquisition module and uses it for ordering and tracking funds. Vendor must provide a seamless interface with the Polaris Automation System. We may also use the Vendor’s website for ordering. When the Vendor’s website is used for ordering, the information on materials ordered (such as MARC records, branch locations and fund codes) must be easily imported into our Polaris Automation System.

1.1 Vendor Capabilities

- 1.1.1 Vendor maintains an in-stock inventory of a minimum of 500,000 book titles available for delivery.
- 1.1.2 Vendor provides a seamless interface with the Polaris Automation System 7.3 or higher and also offer ordering from the vendor’s website.
- 1.1.3 Vendor provides access to an online database for multiple staff members of FBCL
- 1.1.4 The online database is consistently updated every working day and searchable by author, title, subject, and ISBN.
- 1.1.5 The database lists materials to which the Vendor has access, giving status of items such as “in stock,” “on order,” “must order direct,” etc.
- 1.1.6 The database of available materials for leasing will contain a list of reviews from journals such as, but not limited to: Kirkus, Library Journal, Booklist, Publisher’s Weekly, etc.
- 1.1.7 The vendor has an online site where FBCL can manage their account by being able to view and print monthly/quarterly/annual invoices, check credits, and provide a consolidate management report listing inventory and usage of allowance.
- 1.1.8 Vendor is able to supply the majority of in-stock titles so that these books will arrive at the library within five (5) working days after the receipt by the vendor of the order.

1.2 Leasing Plan

- 1.2.1 A flexible leasing book plan that can offer varied plan size/quota/allowance units per month and a minimum annual book quota/allowance of 3,900.
- 1.2.2 A reliable monthly selection list(s) that provide selection guidance.

- 1.2.3 Notification to FBCL of any programs that would provide FBCL with High Demand titles prior to the publication date and any commitments that will be required of the library regarding the program.
- 1.2.4 No additional charges shall be assessed for stolen, lost, or damaged books.
- 1.2.5 Older titles leased will be returned to vendor after a specific period of time or quota/allowance ratio with the return shipping cost covered by the vendor.
- 1.2.6 Ability to retain a percentage (%) of leased items during each subscription period at no extra charge.
- 1.2.7 Ability to return defective items at no extra charge.
- 1.2.8 Option to buy additional copies of titles.

1.3 Shipping & Invoices

- 1.3.1 Vendor provides free shipping of all items. Books are delivered to the Fort Bend County Library Administration Building, Adult Services, 1003 Golfview Drive, Richmond, TX 77469.
- 1.3.2 Vendor must provide a packing list with each shipment that includes the following:
 - 1.3.2.1 Contract purchase order and Bid number.
 - 1.3.2.2 Books listed within purchase order by title.
 - 1.3.2.3 For each title provide quantity ordered, quantity shipped, and unit price.
 - 1.3.2.4 Vendor's name and address.
 - 1.3.2.5 The library's name, address, and account number.
- 1.3.3 Capability to provide same day shipping for materials that are ordered and confirmed the same day and that are in stock at the vendor's designated primary warehouse.
- 1.3.4 Same day shipping must be able to include retrospective titles as well as newly published titles.
- 1.3.5 Unfilled back orders are automatically canceled after 90 days
- 1.3.6 Unfilled back orders of pre-publication orders are automatically canceled 30 days after the date item is published
- 1.3.7 Printed notification provided for all cancellations with reasons for cancellations.

1.4 Processing of Materials

- 1.4.1 All titles shall be cataloged and processed to FBCL's specification at no additional charge.
 - 1.4.1.1 Books with jackets shall be processed by the vendor with Mylar covers, unattached to the book.
 - 1.4.1.2 Spine Label: 1.0" width x 1.375" height
 - 1.4.1.2.1 Vendor supplied.
 - 1.4.1.2.2 Supports up to 8 lines of up to 8 characters.

- 1.4.1.2.3 Spine labels are applied so that the bottom of the spine label is flush with the bottom of the book.
- 1.4.1.2.4 For narrow books, move the spine label to the outside front cover- bottom left-hand corner.
- 1.4.1.2.5 Two characters must be visible on the spine before moving the spine label to the outside front cover.
- 1.4.1.2.6 All spine labels will be covered with a label protector or dust jacket.
- 1.4.1.2.7 Sample Label



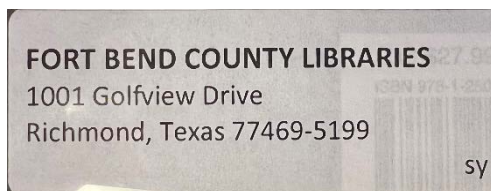
1.4.2 Barcodes

- 1.4.2.1 FBCL supplied.
- 1.4.2.2 All barcodes will be placed on the upper right side of the back side of the book, ½” from the top and right edge of the book
- 1.4.2.3 All barcodes will be covered with a label protector or dust jacket
- 1.4.2.4 Sample Label



1.4.3 Property Label: 2 ¾” width x 1” height

- 1.4.3.1 Vendor supplied.
- 1.4.3.2 Supports three lines of text.
- 1.4.3.3 Property labels will be placed on the bottom left side of the book, ½” from the left and bottom book edges.
- 1.4.3.4 If the book is small labels can be placed ¼” from the edge of the book
- 1.4.3.5 All labels will be covered with a label protector or dust jacket.
- 1.4.3.6 Sample



2.0 PROPOSAL SUBMISSION:

2.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, Melissa.Stavinoha@fortbendcountytexas.gov. Responses to questions will be issued in writing only; verbal questions and responses will not be considered. Deadline for submission of questions and/or requests for clarification is **no later than 10:00 am (CST), Monday, June 24, 2024**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

2.2 When submitting a Proposal in response to this request, the following are required:

2.2.1 One (1) original, four (4) copies and one (1) electronic response on flash drive. Flash drive must contain only one (1) file in PDF format and must match written original response and all copies identically. Failure to provide proper Flash drive, copies and/or original is cause for disqualification.

2.2.2 Ensure that this RFP is included in your Proposal and that all the information requested is included with Respondent's Proposal.

2.2.3 Provide a title page showing the RFP subject, name of Respondent, address, telephone number and email address. The title page must be signed by an officer of the firm.

2.2.4 Provide all required elements as stated herein.

2.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating Proposals and conducting contract negotiations.

2.4 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the Respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of ninety (90) calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Fort Bend County reserves the right to request best and final offers or additional information from each Respondent after

proposals are evaluated.

2.5 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

2.6 Opening of Proposals:

Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

2.7 Contract Award:

Fort Bend County Commissioners Court will award the contract to the responsible company(s) who has been determined to be the best evaluated offer. Accordingly, Fort Bend County may award a contract to a Respondent that is not the least-priced bidder. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this RFP. It is Fort Bend County's intent to award one contract as a result of this solicitation, but the County reserves the right to award a contract to multiple firms if it deems doing so is in the County's best interest.

2.8 Exceptions to RFP:

Any and all exceptions/substitutes, conditions, or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception and inserted in the proposal along with associated costs.

3.0 PROPOSAL CONTACT:

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

Melissa Stavinoha
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Melissa.Stavinoha@fortbendcountytexas.gov

4.0 TEXAS ETHICS COMMISSION FORM 1295:

4.1 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, Proposal or any contracts, contract amendments, renewals, or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

4.2 On-line instructions:

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

4.2.2 Identification number is: RFP 24-068.

4.2.3 Description is: High Demand Books.

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

5.0 TENTATIVE SCHEDULE:

Release of RFP:	June 9, 2024
Deadline for Questions:	June 24, 2024
Submission Due Date:	July 2, 2024
Evaluation of Submissions:	Week of July 8th, 2024
Commissioners Court Permission to Negotiate:	July 23, 2024
Negotiations:	Beginning July 29th, 2024
Final Contract Approval Commissioners Court:	August 13, 2024

6.0 TAX EXEMPT:

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

and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

7.0 INCURRED COSTS:

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

8.0 ACCEPTANCE:

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

9.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 9.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential respondent find discrepancies, omissions or ambiguities in this proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, June 24, 2024 at 10:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 9.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this proposal, an addendum will be posted to the County website. The respondent is required to acknowledge receipts of amendments in their proposal. It is the respondent's responsibility to ensure receipt of all addenda and amendments to this proposal before submitting their proposals.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

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

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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

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

12.0 ASSIGNMENT:

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

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the respondent and its agents, including this proposal and all reports, recommendations, specifications, and data shall be treated by the respondent and its agents as confidential. The respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 14.2 Any dispute between the respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

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

16.0 INDEPENDENT CONTRACTOR:

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

17.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 17.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 17.2 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.

18.0 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.

19.0 DRUG-FREE WORKPLACE:

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

20.0 INSURANCE:

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

20.2 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:

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

20.2.2 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.

20.2.3 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.

20.2.4 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.

20.2.5 Garage-keepers liability insurance with limits of not less than \$400,000 if stored on contractor's property.

20.3 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.

20.4 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.

21.0 INDEMNIFICATION:

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

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

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

21.3 In the event of any dispute between the parties as to whether a claim, demand, suit,

action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

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

22.0 EVALUATION CRITERIA:

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

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

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Credentials and related experience
2	Plan size and flexibility
3	Understanding Scope of Work
4	Cost of services

5 Overall Completeness of Proposal

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

22.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

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

Tab 1

Credentials and related experience (weight factor = 10%)

- Provide a brief history and description of your company.
- Indicate the length of time your company has been providing book leasing services.
- Vendor must provide, WITH BID, three (3) references of current contracts. References must include contact person, telephone number, mailing address and terms of existing contract.

Tab 2

Plan size and flexibility (weight factor = 25%)

- Respondents shall provide copies of types of book plans including specific terms and conditions that will be offered as part of this solicitation.
- Provide plan details for the return of older leased titles.

Tab 3

Understanding Scope of Work (weight factor = 25%)

- Respondents shall provide an outline and express, in detail, their understanding of the Scope of Services section. Describe the approach your firm will take to accomplish the project. Specify any deviations.

Tab 4

Cost of services (weight factor = 35%)

- Provide cost to provide these services.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Proof of Insurance
- Vendor Form

- W9 form
- Tax Form/Debt/Residence Certification

23.0 EVALUATION PROCESS:

- 23.1 After the Proposals are received, the evaluation team shall evaluate each Proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially, and comprehensively. Following this initial evaluation, the evaluation team may recommend entering into contract negotiations without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 23.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 23.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 23.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 23.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 23.6 All Proposals submitted are to be valid for a period of ninety (90) days.

24.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted

shall be open to public inspection after the contract award.

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

25.0 SOCIOECONOMIC CONTRACTING:

If Respondent intends to subcontract any work related to this RFP and the subsequent contract, Respondent must, pursuant to 2 C.F.R. § 200.321, take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- 25.1 Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- 25.2 Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- 25.3 Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- 25.4 Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- 25.5 Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

26.0 VENDOR STATUS:

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

27.0 REQUIRED FORMS:

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

- 27.1 Vendor Form
- 27.2 W9 Form

27.3 Proof of Insurance

27.4 Tax Form/Debt/Residence Certification

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

EXHIBIT C

(Updated Scope of Services)

1.0 SCOPE OF WORK:

It is the intent of Fort Bend County (the “County”) to contract with one (1) vendor to provide high demand, adult fiction books to be leased to Fort Bend County Libraries (FBCL) which meets or exceeds the specifications as stated herein. FBCL purchases hardcover fiction titles from popular authors and titles on the New York Times Best Sellers list. Approximately 2,600 books from popular fiction authors and approximately 1,300 from the New York Times Best Sellers list were purchased between October 1, 2022 through September 30, 2023. FBCL is automated with the Polaris Automation System version 7.3 or higher. The library system has the acquisition module and uses it for ordering and tracking funds. Vendor must provide a seamless interface with the Polaris Automation System. We may also use the Vendor’s website for ordering. When the Vendor’s website is used for ordering, the information on materials ordered (such as MARC records, branch locations and fund codes) must be easily imported into our Polaris Automation System.

1.1 Vendor Capabilities

- 1.1.1 Vendor maintains an in-stock inventory of a minimum of 500,000 book titles available for delivery.
- 1.1.2 Vendor provides a seamless interface with the Polaris Automation System 7.3 or higher and also offer ordering from the vendor’s website.
- 1.1.3 Vendor provides access to an online database for multiple staff members of FBCL
- 1.1.4 The online database is consistently updated every working day and searchable by author, title, subject, and ISBN.
- 1.1.5 The database lists materials to which the Vendor has access, giving status of items such as “in stock,” “on order,” “must order direct,” etc.
- 1.1.6 The database of available materials for leasing will contain a list of reviews from journals such as, but not limited to: Kirkus, Library Journal, Booklist, Publisher’s Weekly, etc.
- 1.1.7 The vendor has an online site where FBCL can manage their account by being able to view and print monthly/quarterly/annual invoices. The vendor provides a monthly status report to check credits and review quota/points. The status report should also be available upon FBCL request.
- 1.1.8 Vendor is able to supply the majority of in-stock titles so that these books will arrive at the library within five (5) working days after the receipt by the vendor of the order.

1.2 Leasing Plan

- 1.2.1 A flexible leasing book plan that can offer varied plan size/quota/allowance units per month and a minimum annual book quota/allowance of 3,900.
- 1.2.2 A reliable monthly selection list(s) that provide selection guidance.

- 1.2.3 Notification to FBCL of any programs that would provide FBCL with High Demand titles prior to the publication date and any commitments that will be required of the library regarding the program.
- 1.2.4 No additional charges shall be assessed for stolen, lost, or damaged books.
- 1.2.5 Older titles leased will be returned to vendor after a specific period of time or quota/allowance ratio with the return shipping cost covered by the vendor.
- 1.2.6 Ability to retain a percentage (%) of leased items during each subscription period at no extra charge.
- 1.2.7 The vendor will replace books that are damaged upon arrival in the library. Publisher defective books will be replaced up to six (6) months after they have been received by the library.
- 1.2.8 Option to buy additional copies of titles.

1.3 Shipping & Invoices

- 1.3.1 Vendor provides free shipping of all items. Books are delivered to the Fort Bend County Library Administration Building, Adult Services, 1003 Golfview Drive, Richmond, TX 77469.
- 1.3.2 Vendor must provide a packing list with each shipment that includes the following:
 - 1.3.2.1 Contract purchase order and Bid number.
 - 1.3.2.2 Books listed within purchase order by title.
 - 1.3.2.3 For each title provide quantity ordered, quantity shipped, and unit price.
 - 1.3.2.4 Vendor's name and address.
 - 1.3.2.5 The library's name, address, and account number.
- 1.3.3 Capability to provide shipping for materials within 2-3 days of receipt of order for items that are in stock at the vendor's designated primary warehouse.
- 1.3.4 Unfilled back orders are automatically canceled after 90 days
- 1.3.5 Unfilled back orders of pre-publication orders are automatically canceled 30 days after the date item is published
- 1.3.6 Printed notification provided for all cancellations with reasons for cancellations.

1.4 Processing of Materials

- 1.4.1 All titles shall be cataloged and processed to FBCL's specification at no additional charge.
 - 1.4.1.1 Books with jackets shall be processed by the vendor with Mylar covers, unattached to the book.
 - 1.4.1.2 Spine Label: 1.0" width x 1.375" height
 - 1.4.1.2.1 Vendor supplied.
 - 1.4.1.2.2 Supports up to 8 lines of up to 8 characters.

- 1.4.1.2.3 Spine labels are applied so that the bottom of the spine label is flush with the bottom of the book.
- 1.4.1.2.4 For narrow books, move the spine label to the outside front cover- bottom left-hand corner.
- 1.4.1.2.5 Two characters must be visible on the spine before moving the spine label to the outside front cover.
- 1.4.1.2.6 All spine labels will be covered with a label protector or dust jacket.
- 1.4.1.2.7 Sample Label



1.4.2 Barcodes

- 1.4.2.1 FBCL supplied.
- 1.4.2.2 All barcodes will be placed on the upper right side of the back side of the book, ½” from the top and right edge of the book
- 1.4.2.3 All barcodes will be covered with a label protector or dust jacket
- 1.4.2.4 Sample Label



1.4.3 Property Label: 2 ¾” width x 1” height

- 1.4.3.1 Vendor supplied.
- 1.4.3.2 Supports three lines of text.
- 1.4.3.3 Property labels will be placed on the bottom left side of the book, ½” from the left and bottom book edges.
- 1.4.3.4 If the book is small labels can be placed ¼” from the edge of the book
- 1.4.3.5 All labels will be covered with a label protector or dust jacket.
- 1.4.3.6 Sample

