

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court
on 09/08/09. Thank you.

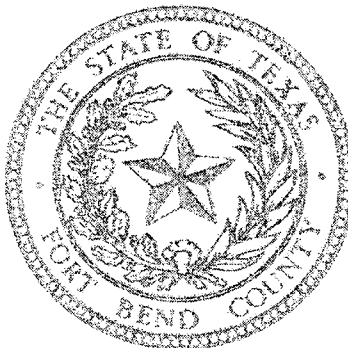
DATE: September 15, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

9-8-09
AGENDA ITEM
22

9-16-09 orig. ret. to Cheryl at Purchasing

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Purchase of High Demand Books
for Fort Bend County Library System
BID 10-002**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**

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

SUBMIT NO LATER THAN:

Thursday, August 13, 2009
1:30 PM (Central)

MARK ENVELOPE:

**BID 10-002
High Demand Books**

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.**

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.


Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645

1.0 GENERAL REQUIREMENTS:


- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Initials of Bidder: 7A

- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

Initials of Bidder: 

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

Initials of Bidder: 

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

Initials of Bidder: 

- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

Initials of Bidder: 

- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

Initials of Bidder: 

2.10 Warranty/Price:

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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.


2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.




- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: 

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

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide to Fort Bend County Libraries high demand books that meet or exceed the combined specification contained herein.

Initials of Bidder: 

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2009** through **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) 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.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 PLANNING INFORMATION:

Fort Bend County Libraries is made up of the George Memorial Library and seven (7) branch libraries. Our newest branch, Sienna Branch, is under construction and should open in the spring of 2010.

7.0 DELIVERY:


Shipments must be F.O.B. inside delivery to: Acquisitions Department
Fort Bend County Libraries
1001 Golfview
Richmond, TX 77469-5199

8.0 REQUIRED ELEMENTS OF SERVICE:

8.1 Vendor shall provide access to an online database for multiple staff members of Fort Bend County Libraries. The online database shall be continuously updated every working day and searchable by author, title, subject and ISBN. The database shall list materials to which the Vendor has access, giving status of item such as "in stock," "on order," "must order direct," etc. The database of available materials shall contain a list of reviews from journals such as, but not limited to, *Library Journal*, *Booklist*, *Publisher's Weekly*, etc.

Can vendor provide access to an online database of materials that is updated every working day for multiple staff users?

Yes No

Initials of Bidder: 

Is the database searchable by author, title, subject and ISBN?

Yes No

Will such database indicate the status of a listed item such as "in stock," "on order," "must order direct" etc?

Yes No

Will such database list reviews of items from journals such as, but not limited to, *Library Journal*, *Booklist*, *Publisher's Weekly*, etc?

Yes No

8.2 Having online capabilities where the library can manage their account is a priority. We would like to be able to view statements, print invoices, check credits and view any items ordered on a standing order plan.

Does the vendor have an online site where the library can manage their account by being able to view statements, print invoices, check credits and view items ordered on a standing order plan?

Yes No

High demand items such as books need to arrive in a timely manner. The vendor must provide same day shipping for materials that are ordered and confirmed before 11:00 A.M. and that are in stock at the vendor's designated primary warehouse. Same day shipping must be able to include retrospective titles as well as newly published titles. Vendor must be able to supply the majority of in-stock titles so that these books will arrive at the library within five (5) working days after receipt by the vendor of the order.

Will the vendor provide same day shipping for materials that are ordered and confirmed before 11:00 A.M. and that are in stock at the vendor's designated primary warehouse?

Yes No

Will the vendor be able to supply the majority of in-stock titles so that these books will arrive at the library within five (5) working days after receipt of the order?

Yes No

- 8.3 To provide the level of service needed, the library requires the vendor to maintain an in-stock inventory of a minimum of 500,000 book titles available for immediate delivery.

Does the vendor have an in-stock inventory of over 500,000 book titles ready for immediate delivery?

Yes No

Vendor must submit a packing list with each shipment that indicates the discount provided by the vendor.

Can the vendor provide a packing list with each shipment that indicates the discount provided by the vendor?

Yes No

- 8.4 Vendor must submit an itemized invoice, original and one (1) copy, for each shipment showing the following:

- Contract purchase order and Bid #.
- Books listed within purchase order by title.
- For each title: quantity ordered, quantity shipped, unit price, percentage of discount, discount unit price, and extension price.
- Vendor's name and address.
- The library's name, address, and account number.
- Invoice number.

Can the vendor submit an itemized invoice, original and one (1) copy, for each shipment showing the above referenced items?


Yes No

- 8.5 Unfilled back orders shall be automatically canceled after 90 days. Unfilled back orders of pre-publication orders shall be automatically canceled 30 days after the date item is published. Vendor must supply library with printed notification of all cancellations with reasons for cancellations.

Will the vendor automatically cancel unfilled back orders after 90 days?

Yes No

Will the vendor automatically cancel back orders of pre-publication orders 30 days after the date item is published?

Initials of Bidder: 

10.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent. All questions must be submitted in writing and faxed to (281) 341-8645 or emailed to kaminskid@co.fort-bend.tx.us.

CONTRACT SHEET

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 7th day of August, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Ingram Library Services Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

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

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

Executed at Richmond, Texas this 7th day of September, 2009.

By: Robert Hebert
County Judge

By: [Signature]
Signature of Contractor

By: Richard L. Rosy, Vice President and
General Manager Printed Name and Title

1.0 GENERAL REQUIREMENTS

Ingram has read and understands the applicable General Requirements, and would like to clarify the following sections:

1.8 Hold Harmless Agreement

Upon the City's request, Ingram will provide a Certificate of Insurance within ten working days of written notification of award of Single Vendor status.

1.11 Bonds

We understand that neither a bid bond nor a performance bond are required under this bid.

1.12 Taxes

Libraries wishing to establish a new account will be asked to complete an Ingram New Account Application and Terms of Sale Form. When setting up an account under the terms of the contract, the Library will be asked to provide a copy of their tax exemption certificate.

1.14 Pricing

Ingram has provided a discount schedule within the Invitation to Bid form page 8. The Library is responsible for freight for orders placed from distribution centers other than their Ingram designated primary and secondary distribution centers, or for orders shipped other than via standard delivery (i.e.: the Library would be responsible for freight for items shipped Federal Express overnight delivery.) We have included a current pricing sheet for ipage. Pricing for ipage will be provided at the subscription price in place at the time the library's subscription begins. The Library currently has a Professional level subscription to ipage, with 5 concurrent users.

1.16 Supplemental Materials

Any contract/order resulting from Ingram's response to this Invitation for Bid shall fully incorporate by reference this entire bid response as part of said contract.

1.24 Awards

The discounts given with this proposal are based upon award to Ingram as single vendor. Should the Library elect to make a multi-vendor award, Ingram is happy to negotiate a discount schedule based upon the final amount of award.

1.30 Purchase Order and Delivery

Please see Requirement 7.0, Delivery for Ingram's delivery policies, including inside delivery.

1.33 Recycled Materials

The shipping cartons Ingram uses have the highest recycled content allowed to maintain burst strength.

1.34 Interlocal Participation

The discounts and terms reflected in this response are offered only to the Fort Bend County Libraries. They are not extended to schools or other government agencies. In drafting a contract, Ingram bases pricing upon several factors including dollar value of commitment, actual expenditure, number of accounts and shipping locations. Ingram reserves the right to offer pricing and services to any customer based solely on Ingram management criteria.

2.0 TERMS AND CONDITIONS

2.1 Seller to Package Goods

In preparing books for shipment, Ingram's standard procedure is to stack the books on a cardboard base as a tight cube shape. The books are then wrapped in plastic and placed in a high test-weight box. Ingram is known for using the best boxes in the industry with the highest test weights. The test weight of our larger corrugated boxes is 250 pounds, and our smaller boxes have a test weight of 200 pounds. Paper and/or air pillows as dunnage are placed as needed in the carton before the box is closed and sealed.

Each carton in a single shipment will be plainly marked with the number of boxes in shipment, Ingram's name and address, the library address, the purchase order number, and an Order Entry Number which can be used to cross reference the invoice when it is received. The packing slip will be placed in the last box of the shipment.

2.2 Shipment Under Reservation Prohibited,

2.3 Title and Risk of Loss, and

2.4 Delivery Terms

Please see Section 7.0, Delivery for Ingram's delivery terms for this contract. Deliveries will be made FOB Destination. Ingram defines FOB Destination as Ingram being responsible for the products until they are actually delivered to the Library. Once the items have been delivered, liability lies with the receiving agency.

2.5 No Replacement of Defective Tender

Ingram's delivery terms and returns policies for defective or damaged goods are outlined in our proposal.

2.6 Place of Delivery

The shipping location is part of the Library's account profile and cannot be changed on an order by order basis.

2.7 Invoices and Payments

Details on Ingram's invoicing policies are provided in Section 8.4.

Payment Terms

Payment terms under this contract shall be 1% 10 Days/Net 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. Ingram offers a 1% cash discount on payments made within 10 days of statement date. Credit card payments are not eligible for this discount. Payments must be postmarked by the 10th of the month to qualify for the 1% discount. This discount is shown on your invoice and must be taken at the time the invoice is paid and cannot be taken retroactively. These additional savings can be substantial when you take advantage of the prompt payment discount.

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

2.8 Gratuities

Ingram acknowledges.

2.9 Special Tools and Test Equipment

No special tools or special test equipment will be required for the purpose of filling this order. Any equipment required by the Library to order through a library acquisition interface is the responsibility of the Library. Flashback software and ipage Basic are offered free of charge to Ingram customers. ipage Essential and Professional are available at subscription prices.

2.10 Warranty/Price

Ingram bases pricing upon several factors including dollar value of commitment, actual expenditure, number of accounts and shipping locations. Ingram reserves the right to offer pricing and services to any customer based solely on Ingram management criteria.

2.11 Warranty Product,

2.12 Safety Warranty, and

2.13 No Warranty By Fort Bend County Against Infringements

Ingram is a distributor and not a manufacturer. Ingram's Order Entry system is ISBN driven. Ingram does not substitute titles unless the ISBN has been forwarded to a new edition. Only those items ordered will be shipped. Libraries may cancel any new title orders without penalty prior to their order being shipped.

2.14 Right of Inspection

Damaged or defective goods may be returned according to our Returns Policy outlined in Section 8.8.

2.15 Cancellation

2.16 Termination

Both Ingram and the County have the right to cancel this contract with thirty days written notification for non-compliance with contract terms. Any items invoiced by Ingram are due and payable upon termination. We ask that both parties use due diligence in reporting contract issues to allow the other party to research and resolve the issue before the contract is cancelled.

2.17 Force Majeure

Neither the Library nor Ingram shall be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other act not within the control of the Library or Ingram and which by the exercise of reasonable diligence the Library or Ingram is unable to prevent.

2.18 Assignment Delegation

2.19 Waiver

2.20 Modification

Ingram acknowledges.

2.21 Parol Evidence

Ingram's proposal constitutes our entire offer, and is fully incorporated by reference into any resulting contract. Any items not covered under this proposal will need to be added via written addendum, and pricing negotiated based on final specifications.

2.22 Applicable Law

2.23 Advertising

2.24 Right To Assurance

2.25 Venue

2.26 Prohibition Against Personal Interest In Contracts

Ingram acknowledges.

3.0 SCOPE

Ingram understands the intent of the County is to contract with one vendor to provide FBCL high demand books, We further understand the award will be made to the bidder that meets or exceeds the combined specifications contained in the ITB. As FBCL is aware, Ingram can provide these materials in a rapid, accurate manner. Ingram offers the largest inventory in the industry.

4.0 PERIOD OF CONTRACT

Ingram understands the contract period is October 1, 2009 through September 30, 2010, with two optional one-year renewals under the same terms and conditions. We ask that the request to renew be submitted in writing a minimum of 90 days before the initial contract year is due to expire, to avoid any possible disruption in service. Ingram's discounts will remain firm for the term of the contract. Prices of individual library materials are set by the publisher/manufacturer, and not by Ingram as distributor. Therefore, Ingram cannot guarantee that the retail/list price of an item will not change.

Please be advised that Ingram cannot backdate contracts. Any contract shall be effective within two working days of Ingram's receipt of written notification of award.

Should this contract be terminated by either party for any reason, all items invoiced to the Library are due and payable.

5.0 BID FORM COMPLETION

Ingram has completed the bid form, as required.

6.0 PLANNING INFORMATION

Ingram acknowledges.

7.0 DELIVERY

Delivery will be made to Fort Bend County Libraries at the address provided in your bid.

Orders will ship FOB Destination, no less than once-a-week, with Ingram-paid freight from your Ingram-designated primary and secondary distribution centers. Designation is subject to change by Ingram to provide the best service for your Library. Should you choose to place an order from any of our other warehouses, shipping charges averaging 3-7% of the total invoice price will be paid by Library. No handling fees or other charges are added. Ingram normally ships items via UPS ground transportation or Ingram delivery.

FOB Destination

Ingram defines FOB Destination as Ingram being responsible for the products until they are actually delivered to the Library. Once the items have been delivered, liability lies with the receiving agency.

Inside Delivery

When requested by a customer, and if the carrier's operating conditions permit, the carrier may perform inside delivery. This service is provided to ground floors and those floors where elevator or escalator service is available. Please note that the carrier's only obligation is to get the freight inside the door or onto a dock. It is the Library's responsibility to transfer the material to other desired destinations. If inside delivery is desired, the Library must specify this when establishing/updating their account(s). Where inside delivery is not provided, the carrier's only obligation is to move the freight to the back of the truck. Inside delivery will be clearly designated on the shipper's bill of lading but not on the Ingram shipping label.

8.0 REQUIRED ELEMENTS OF SERVICE

8.1

ipage® is Ingram's web-based title selection, ordering and account management tool. Customers with a current, active Ingram account are eligible for a free subscription to ipage Basic, which offers libraries easy-to-use ordering capabilities and other features at no cost. Our more-advanced ipage levels, Essential and Professional, are available by subscription for additional costs to libraries that desire the more advanced features these levels offer.

Libraries recognize ipage as an integral timesaving tool whose collection development and acquisitions capabilities, along with its various account management tools, make day-to-day ordering and receiving tasks virtually hassle-free.

As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a robust array of publicity and product news sources.

Ordering online using our selection list functionality enables the Library to create multiple title lists. These can be downloaded in a variety of formats such as BISAC, FlashBack®, or brief MARC records for import into your ordering or library automation system, provided that one or more of these formats is compatible.

Here are just a few of the ipage Basic features:

- ❖ Simple title search by Title, ISBN, Author, Keyword
- ❖ Ingram stock information and real-time stock check
- ❖ Title descriptions
- ❖ Physical Information, LC Subjects, LCCN, Dewey
- ❖ Ability to create lists
- ❖ Sort by Binding, ISBN, Price, Pub Date, Publisher, and Title
- ❖ List sharing options
- ❖ Download brief MARC records
- ❖ Ordering and order status information
- ❖ Account management and reports
- ❖ ipage selection lists created by Ingram staff librarians
- ❖ Current publicity information
- ❖ Online catalogs

Additional features offered with Essential and Professional level subscriptions include:

- ❖ Annotations and citations
- ❖ Cover images for selected titles
- ❖ Advanced search by series, Dewey, author-title, and keyword TOC
- ❖ Power search
- ❖ Access to all titles in our Extended database
- ❖ Additional publicity information
- ❖ Excerpts for selected titles (Professional only)
- ❖ Reviews for selected titles (Professional only)

8.2

Ingram provides a number of reports to help libraries manage their accounts. These reports are available at no cost to the Library. Many reports are produced on a scheduled basis, e.g. monthly or quarterly. ipage reports are available for no charge at the Library's convenience, 24 hours a day, seven days a week.

ipage has many account management tools. Through ipage, you can:

- ◆ View statements and invoices, and check credits.
- ◆ Create returns and check the status of returns.
- ◆ View your profiles for many of our Standing Order Programs.
- ◆ View and update your account information online. Through ipage you can verify and change your address, fax number, and other library information.
- ◆ Review your current account information, such as standard backorder instructions, primary distribution center, and more.
- ◆ Keep your contacts up-to-date with Ingram Library Services and make sure the right people receive the information they need to help you manage your account.
- ◆ Review your average discount.

Delivery and Fulfillment

After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by you.

Ingram has developed a sophisticated and cost-effective delivery system, along with a reputation for the fastest delivery and highest fill rate in the industry among library distributors. With distribution centers located in every region of the country, Ingram is known as the industry leader in turnaround time and fill rate. In stock, non-processed and non-cataloged book orders are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center.

Initial fill rates are usually 85-90%, with a fill rate of 95 to 100% shipped or reported within 90 days, on items in Ingram's database.

8.3

Ingram Library Services currently supplies books and processing to major libraries throughout the country from regional distribution centers with access to more than 65,000 publishers and imprints and stocking over **2,100,000 titles** and up to 25 million volumes. Nearly **200,000 unique children's titles** are included in this total. Ingram Library Services' forte is providing fast, efficient service for multiple copies of titles required by libraries. Ninety-five percent of all titles reviewed are actively inventoried in Ingram's distribution centers. Of the 2,100,000 plus book titles currently in stock, titles include best sellers, midlist and backlist titles. Ingram will not be able to provide out-of-print titles unless there are remaining copies left in inventory.

Packing List

To offer you the shortest turnaround time, Ingram ships your order prior to creating an invoice. For your convenience, Ingram will include one packing slip with each shipment, which can be cross-referenced to the invoice.

Each box in a single shipment will be plainly marked with the number of boxes in shipment, the library address, and an Order Entry Number that can be used to cross reference the invoice when it is received. The packing slip, alphabetized by title, will be placed in the last box of the shipment. The shipping label, which is placed on the carton, includes the customer name, address, and customer purchase order number.

Items will be packaged according to account number, and may contain multiple purchase orders for that account. Invoices may contain multiple purchase order numbers combined in shipping. Items ordered on one account will not combine with orders placed on another distinct account. Each account will be assigned an individual account number.

Ingram's Packing Slip contains the following information:

- ◆ Library shipping and billing address
- ◆ Quantity ordered
- ◆ Title
- ◆ ISBN
- ◆ Purchase Order Number
- ◆ Discount
- ◆ List Price
- ◆ Extended Price

8.4

Ingram will mail two copies of all invoices after your order is shipped. Invoices are listed in the following order: (1) quantity, (2) author, (3) title, (4) publisher, (5) ISBN, (6) unit list price, (7) discount, (8) unit net price, and (9) total price. Items on invoices are listed alphabetically by either the author or the title per the Library's request. All invoices have page numbers, your account number, the purchase order number (can be up to 22 characters in length), and our Federal ID number. The bid number can be embedded in the address field so that it will appear on all invoices, as well.

Also included on the invoice is a code for each binding type. Please refer to the list below for definitions. If a title is a Publisher's Library Binding, it may be designated as such by the notation LIB after the title.

- R = Trade Hardcover
- Q = Trade "Quality" Paperback
- P = Mass Market Paperback
- W = Spoken Word Audio

With ipage, the Library is able to view all open items, reference credit memos, and open invoices, including invoice details. The Library can also look at its last statement and view the last six payments received by Ingram.

8.5

After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by you. At the end of the backorder period, all unfilled titles will automatically cancel, except for titles Not Yet Received from the publisher. Status Reports will be sent to each ordering agency to keep them updated on the status of their order(s).

Status Reports

The packing slip, which is enclosed in the initial shipment, will supply you with the status of any book that has been shipped, backordered, or is out of print. The packing slip will be alphabetized by title. Titles that were not included in the initial shipment will have a "B" in the "BO" column if they have been backordered. An "S/W" will identify those titles that will be shipped from your secondary distribution center. Titles that cannot be supplied in your normal backorder period will automatically cancel. These titles will be identified with a blank space in the "BO" column.

The Title Status Report is sent to customers on a monthly basis. This report will update customers on current backorder status information as well as indicate which titles could not be supplied within your normal backorder period. Listed below are the most frequently used stock abbreviations that will appear on the Title Status Report:

B/O	=	Out of stock at this time and on backorder for you
NLS	=	Title is no longer stocked by Ingram
NYR	=	Title is not yet received by Ingram into the distribution center
OSI	=	Out of stock indefinitely by the publisher
PPD	=	Title has been postponed by the publisher
OP	=	Title is now out of print at the publisher
CANC	=	Title has been cancelled at this time by the publisher

With ipage, the Library can also view backordered items. Under the Order tab, simply click Acquisitions Status for a listing of Order Easy Clicks, including backordered items.

8.6

With Ingram's Adult Author Standing Order program, you and your staff can always be assured of receiving the latest titles by the most popular authors in a timely manner. This program automatically orders new titles by the most popular authors, months before release. When new titles are added to our database (usually two to three months before release), your order is placed automatically. You will receive a monthly report detailing standing orders placed on your account. This report is also available on ipage. This advance notice allows flexibility when you require changes to your order. The top authors, in terms of participation by libraries, have been identified on the enrollment form in boldface type. Updates to the Program are announced on ipage.

Additional formats are also available, including large print, and audio editions when they are simultaneously released with the regular hardcover. Choose audio formats: abridged CD, and unabridged CD editions. Audio Library editions will be included when they are available.

Ingram Youth Author Standing Order Program

In response to our customer's requests, we are delighted to offer a standing order program featuring popular authors of children's and teen books. When you sign up for this program, the newest titles by writers as diverse as Christopher Paolini, Mo Willems, Jacqueline Woodson, Jenny Nimmo, and Laura Numeroff will be shipped to you automatically, as soon as they are available. With two hundred authors on the program now, and more added all the time, we know you'll find this program helpful in delivering the best authors' latest works to your young patrons. All titles on this program are offered in hardcover bindings; however, you may indicate whether you prefer library bindings or trade hardcover, whenever there is a choice. Titles ship as soon as they are released.

In addition to our Author Standing Order programs, Ingram offers several other convenient standing order programs. We have described these on pages 15-18 of our proposal.

8.7

Any single copy of a non-processed/non-cataloged book ordered in good faith that is found to be damaged or unsuitable, whether it is due to Ingram's error or the purchaser's error, may be returned under the following Hassle Free Return Policy within 60 days of invoice. This policy does not apply to items designated as non-returnable. Ingram will pay return charges only on damaged/defective books or books shipped in error by Ingram. Ingram is not responsible for shipping and carrying charges on books returned for any other reason. Cataloged and processed books that are not damaged, defective, or shipped in error by Ingram cannot be returned. *Ingram does not charge a re-stocking or service fee for returned items.*

HASSLE FREE Book Returns Policy - Ingram recognizes that libraries occasionally need to return books. Expeditious handling and returning of books that are damaged, defective, or shipped in error can be assured by using a Hassle Free form. These forms are provided on the back of each packing list page, and discrepancy reports or returns should be postmarked no later than 60 days after invoice date. Detailed instructions are included on each form with a handy cut-out shipping label. A book with a publisher's defect may be returned for up to one year from receipt.

Shipment discrepancies are not automatically replaced or reordered. Please add these titles to your next Ingram order.

A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited. Credits will be reflected on the monthly statement with reference to the purchase order number.

The Library should return item(s) by using the Hassle Free Returns policy described above. Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram. Ingram's standard practice is to not issue a Call Tag for items needing to be returned.

The account management features of ipage offer the ability to transmit certain returns information. The Library can create Hassle Free Returns forms and may also report shortages with the features. After returns have been submitted, the Library may check the status of these returns, including credit information.

8.8

Ingram does not charge a service fee for Net titles. We do not have service charges for any of our services.

8.9

Please see Requirement 7.0, Delivery for complete shipping information.

9.0 DISCOUNT BID PRICE FROM LIST PRICE

As a member of the State of Texas Co-Op Purchasing Program, Fort Bend County (Agency #C0790) is eligible to purchase books under **Contract No. 715-N1**. Our proposal includes the terms and discounts Ingram offers under this contract. Please see the flyer included at the end of our proposal for complete pricing offered.

10.0 POINT OF CONTACT

Should you have any questions regarding Ingram's proposal, please feel free to contact Patrick McElhiney, Contract Management Specialist at (800) 937-5300, extension 35721. He may also be reached by email at patrick.mcelhiney@ingrambook.com or by fax at (615) 213-5196.

ADDITIONAL INFORMATION

Company History

The Ingram family entered the book distribution world in 1964. From our small family-owned beginning, Ingram has grown to include more family and community members as we have emerged as the largest book distributor in the industry, shipping over 146,000,000 units to libraries, bookstores, Internet retailers, schools, and higher education institutions across the nation annually.

To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth and success, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer “one-stop shopping” for our library customers that includes our new Collection Analysis program (customizable to your exact needs), comprehensive Collection Development support, including our Standing Order and Continuations programs, as well as all-inclusive cataloging and processing services. Libraries may order books, spoken word audio materials, music, DVD, e-books and downloadable audio, and receive a full range of library value added services customized to the library’s individual needs.

iKids

iKids is the ultimate resource, designed to do the work for you so you can focus on what’s really important—building the next generation of readers.

Create the perfect mix of materials for your readers from our nearly 200,000 children's and young adult titles, immediately available and accessible via ipage®, or tap into our team of experts, which include several MLS-degreed librarians, who have developed the most refined database of hand-selected titles in the industry. Titles are sorted by popular categories, reading levels, subject, starred and recommended titles from top review journals, curriculum requirements, and more. We can also provide title lists developed specifically for your needs.

As an Ingram customer, you also benefit from our industry-leading fill rate, speed of delivery (cataloged and processed books ship within 24 to 48 hours!), and comprehensive programs and services, including:

- Standing Order Programs (auto-ship or report-only!),
- iSelect™ (auto-ship or report-only!),
- reviewALERTSM,
- E-newsletters,
- and special assistance given by on-staff MLS-degreed librarians.

We encourage you to check out iKids. You’ll find we offer the very best in **selection, speed, and service.**

Placing Orders

Ingram can accept orders by toll-free phone, toll-free fax, mail, electronically, (email and/or EDI – Electronic Data Interchange), through FlashBack™, or through ipage. All orders receive immediate online order entry; phone and electronic orders receive title and stock verification. For ease and efficiency, we can confidently claim to be the best in the business in order entry.

We recommend that your orders include either ISBN's or Ingram title codes. Inclusion of this information will increase both the speed and the accuracy of processing your order. Ingram title codes are readily found in many Ingram selection tools. Orders placed via Ingram's Electronic Order Interfaces must contain the ISBN or they will be rejected. Placing your account number on all orders or price quotation requests will ensure that the order is placed on the proper account.

e-Books

Librarians around the country know and depend on Ingram for selection, service, fast delivery, and a high level of personal customer service. Our track record with traditional materials and services coupled with the technology of our partner, **MyiLibrary**, provides a winning combination for either beginning or expanding your e-book collection!

MyiLibrary contains **over 175,000 titles** from some of the most reputable publishers in the industry including Wiley, ABC-CLIO, Nolo, Dorling Kindersley (DK), Greenwood Publishing Group, Oxford University Press, and McGraw-Hill Publishing. They work closely with publishers throughout the world to bring you access to a vast and rapidly growing collection. Over 1,000 titles are added each month, giving you access to a growing universe of e-books. The collection of titles available on MyiLibrary is one of the most unique and comprehensive available today, and is a perfect addition to any library's collection.

MyiLibrary products can be ordered through ipage if you have accepted a license agreement and have filled out a setup form with Ingram Digital/MIL. Once all the paperwork is done, you will be able to place an order for any of their digital products.

If the paperwork has not been completed, you will still be able to search for and see digital product. If you attempt to add the title to a cart or a selection list, you will get a message alerting you to the setup requirements and giving you a link to access the necessary forms.

ipage does not prevent you from adding the title to your cart or selection list. However, once you view your cart/list you will see the "prohibited" symbol near the digital item that cannot be ordered. The note at the bottom of the page will explain that items marked with the symbol are products that cannot be ordered by your account. You will be prompted to contact your account manager for setup information. If you proceed with ordering without completing the setup process, that digital item will not be included with the order.

HITS (High Interest Title Selection)

HITS is a concise, annotated pre-publication listing of top, new hardcover and selected quality paperback books. HITS is available on ipage, along with our Greatest HITS list of titles projected to generate considerable patron interest and receive positive reviews as an exceptional book.

HITS is compiled monthly and lists titles about two months prior to publication date. HITS includes approximately 2,000 to 2,500 titles annually. Our HITS list comes with three convenient ordering options:

- Your Library may request an automatic shipment of one copy or multiple copies of each starred title by individual month or every month (Standing Order).
- Your Library may make selections from HITS title by title.
- Your Library may request an automatic shipment of one copy or multiple copies of each title listed in HITS (Standing Order).

iSelectSM Ingram's Forthcoming Title Notification Program

Selecting new titles and having them on your library shelves in a timely manner is essential to serving your community. However, researching forthcoming titles by perusing publisher catalogs, reading reviews, and searching the Internet is time-consuming. That's why Ingram staffs one of the largest and most knowledgeable teams of book buyers in the country. Our team meets daily with publishers, large and small, to stay abreast of thousands of forthcoming titles, from the next bestseller to niche professional works. They rely not only on pre-publication buzz, databases, systems, and processes, but also on their personal expertise to make the right new title selections for our customers.

The iSelect Program is based on Ingram's buying level of pre-publication titles. You select the categories and indicate the levels you want to see. Then, when Ingram makes a purchase of a forthcoming title at your pre-determined level, you are notified. The iSelect Program is fully customizable to meet the needs and interests of your library. If you only want to see the hottest titles in certain categories, you can. If you only wish to see new titles by certain publishers, you can do that, too. With iSelect, it's easy!

You design your program by selecting the publishers, subject categories, binding types, and purchase levels that best fit your needs. Your weekly report—and shipment, if you select the Automatic Shipment option—is based on this information.

Your individual profile will include a full listing of subject categories based on BISAC categories. You may select any or all categories that fit the needs of your library. You may choose to enroll at the BISAC Major, Secondary or Tertiary levels, depending how customized you want the results. Hardcover, Quality Paper, Mass Market, and Audio format options are available in this program. You may choose to include titles that Ingram purchases in very large quantities or choose to be notified of every title purchased in the categories you have selected, or somewhere in between.

Each week, your customized pre-publication title listing is posted on ipage® - our online collection development and account management tool. You can use the listing to add individual titles or download the full report to your computer or Integrated Library System (ILS).

Many customers find the automatic shipment option a great convenience. Prior to shipping, a full title listing is available for review on ipage. At that time, you can choose to edit quantities or remove titles from your order.

iSelect is a **FREE** program for all Ingram customers.

ipage Collection Development tools

The Collection Development section of ipage lists resources and information on products of interest to librarians. It's also home to lists of products in various categories, such as award winning books, bestsellers, and items that receive media exposure. Access to information in this section is structured by subscription level. Collection Development includes background information on products, such as articles on new books and interviews with authors. You can also see innovative and creative lists of products you may wish to stock. Every month, our Collection Development team compiles lists of products that relate to historic dates, socially significant events, holidays, and birthdays of famous figures

Collection Development features in ipage include:

- ◆ Archived In the News stories
- ◆ Standing Order Program Bulletin
- ◆ Author tour information
- ◆ Award-winning titles, past & present
- ◆ Industry bestsellers
- ◆ Ingram top demand titles
- ◆ Interviews with authors and librarians
- ◆ Lists for and by librarians
- ◆ Movie & TV tie-ins
- ◆ Publicity information
- ◆ TV, radio, & online media listings

Standing Order/Continuations Plans

Ingram Library Services can help ease the burden of keeping up with popular titles and series. With our Standing Order Programs, you are assured to have high demand materials on your shelves before patrons come looking for them. With a variety of standing order programs from which to choose, you can tailor your program to meet the needs of your library and the interests of your patrons.

Our MLS-degreed librarians manage each program, so you know they will contain the materials that will generate high circulation. Each program has a specific focus, including titles from popular categories like bestselling authors, series, graphic novels, and inspirational fiction.

Have it your way—our programs are designed to provide the ultimate flexibility, with the option of enrolling as "Report Only" or "Auto-Ship" through ipage®, our online account management tool that allows you complete access to your program enrollment at your convenience.

New titles are added to Ingram's database several months in advance of publication. Our Standing Order Program automatically places these titles on selection lists for your library based on your completed profile. For customers who have selected the Auto-Ship feature, major hardcover titles will ship as soon as they are received or by the street date. Otherwise, titles will consolidate with your next shipment or ship within 15 days of receipt, whichever comes first. You will receive a monthly report on ipage detailing standing orders placed on your account. This advance notice provides both convenience and control, allowing you to adjust orders months before they are shipped. You can change your enrollments and backorders at any time before the titles are actually in process to be shipped. You'll also stay informed with our monthly *Further Developments* e-newsletter that lets you know when new titles are added to our programs.

Ingram Popular Series Standing Order Program – Youth and Adult

If you're having trouble keeping up with the latest in your patrons' favorite books series, let the Popular Series Standing Order Programs send you the newest titles of the most popular series for youth and adults. Our Collection Development Specialists are constantly monitoring new titles and will automatically order the new ones you want for your library. You'll be the first to know all the latest information—when a series is being discontinued or if a new series is on the horizon. This is the hassle-free way to manage your popular collection.

Ingram Popular Adult Nonfiction Standing Order Program

With major media attention and high demand from the reading public, many new nonfiction titles become immediate 'must-haves' for libraries. With Ingram's Popular Adult Nonfiction Standing Order Program, it's easy to order top nonfiction titles and have them on your shelves and ready for circulation by street date. Our MLS-degreed librarians and expert buyers work closely with publishers to anticipate the titles that will resonate with your patrons. Each month, they select the best forthcoming nonfiction titles and automatically place them on backorder for your library. While the number of titles can vary according to the season, you will receive an average of 25 titles per month. We provide a monthly ipage® report that lists the titles placed on your account. This advance notice allows you to review and even alter your order, if needed.

Ingram Easy Reader Standing Order Program

Children read at different speeds and needs. Anticipate demand by ordering easy reader books by level with the new Ingram Easy Reader Standing Order Program. More than one hundred publishers, imprints and series are represented in the program ranging from tried and true favorites like Step Into Reading from Random House to new series stars like Reading Rainbow Readers from SeaStar. Each series is broken out by levels, so you can order the quantities you want of the level you need in the bindings you prefer. The *Further Developments* newsletter keeps you up-to-date on the latest Easy Reader information. A monthly report detailing standing orders placed on your account is available on ipage.

Ingram Inspirational Fiction Standing Order Program

Ingram's Inspiration Fiction Standing Order Program will help collection development librarians select books in this growing, unique genre. The program works like Ingram's Author Standing Order Program but only includes trade paper editions of best selling fiction and recommended authors. Some of the titles are also represented on the Author Standing Order Program, which mean you can also sign up for the hardcover, large print, or abridged audio edition of those popular authors. Just as with the Author Standing Order Program, a monthly report detailing standing orders placed on your account is available on ipage and updates to the Program are also announced on ipage.

High Fives (Mass Market Genre Sets) Standing Order Program

The High Fives Standing Order Program provides automatic ordering of popular genre fiction. High Fives gives you the top five new titles each month in the genres you select. For some genres, you may also choose to get the next five or 10 most popular titles. Genres available on this program are:

- General Fiction
- General Romance
- Science Fiction/Fantasy
- Historical Romance
- Horror
- Westerns
- Mystery

A degreed librarian with front-line public library Collection Development experience selects High Five titles. We'll send the ones we believe will have the highest demand, including reprints or originals. See the High Fives & Original Score page on ipage under the Collection Development tab for examples of past selections and frequently asked questions.

Original Score

Ingram's Original Score program provides an entire monthly collection of original paperbacks. Each month our Collection Development librarians select 20 original paperbacks, which are forecasted as having the highest demand. The assorted mix of titles includes one western, at least one science fiction or fantasy title, and the remaining titles will consist of general fiction, mysteries, and romances.

Ingram National Book Club Standing Order Program

The National Book Club Standing Order Program provides automatic ordering of selections for the Oprah Book Club®. There is no easier way to acquire these popular titles. Just choose your binding preferences, and we'll order the title for you as soon as the selection is announced.

Graphic Novels Standing Order Program – Youth and Adult

The Graphic Novel Standing Order Program provides automatic ordering of titles in this increasingly popular format. Our specialists have researched hundreds of graphic novel series to ensure your collection has titles appealing to a broad range of readers, ages 8 to adult. Ingram offers separate Graphic Novel Standing Order Programs for various levels of maturity.

Ingram Travel Standing Order Program

Are your patrons requesting the most current information on New England, Europe and the West Indies? Do they want to know about transportation, restaurants, culture and sights-to-see? If so, then be sure you have all the latest information they need - enroll in the Ingram Travel Standing Order program. This plan offers a flexible method of receiving our best selling travel titles as well as providing a broad selection of travel series—automatically. Let Ingram take the guesswork out of the publishing cycle. Our Travel Standing Order program is a module of our Continuations Program.

Continuations Program

Ingram's Continuation Program offers an easy way to update reference, travel, and other important series and serial collections. Our experienced, MLS-degreed librarians track the publication, change, cessation, or postponement of thousands of titles so you don't have to.

New titles are added to Ingram's database several months in advance of publication. Our Continuations Program automatically places these titles on selection lists for your library based on your completed profile. For added convenience, your monthly reports are accessible on ipage® under the Programs & Services tab. If you are an Auto-Ship customer, these reports allow you flexibility to change your order before your titles are shipped. Ingram can cycle continuations titles to fit your needs.

** NOTICE OF CONTRACT **

Any contract resulting from Ingram's response to ITB #10-002 shall fully incorporate by reference this entire bid response as part of said contract. Ingram's proposal constitutes our entire offer.

A Letter of Award must be sent to the attention of Bids and Contracts (Ingram Mail Stop 623) before you can order under this contract. A purchase order alone is not considered sufficient acceptance of this contract.

Please be advised that Ingram cannot backdate contracts. Any contract shall be effective within two working days of Ingram's receipt of written notification of award or start date in the contract, whichever is later.

It is the responsibility of the Library to inform Ingram's Account Services Department that they wish to set up a new account or maintenance an existing account under the terms of this bid/contract. Account Services may be reached by dialing (800) 937-5300. Ingram cannot issue credits for accounts failing to follow the proper notification and account set up procedures. Libraries wishing to establish a new account will be asked to complete an Ingram New Account Application and Terms of Sale Form. When setting up an account under the terms of the contract, the Library will be asked to provide a copy of their tax exemption certificate.

Any item ordered prior to the contract start date will not receive the discounts offered herein. This includes both standing orders and previous backorders. Should the Library receive a previously ordered item after the contract is in effect, previous discounts will apply.

In drafting a contract, Ingram bases pricing upon several factors including dollar value of commitment, actual expenditure, number of accounts and shipping locations. Ingram reserves the right to offer pricing and services to any customer based solely on Ingram management criteria.

INGRAM LIBRARY SERVICES INC.

Discounts for the STATE OF TEXAS (Statewide Procurement Commission)

The following terms and discounts are offered to the Cooperative Members/Libraries and Member Agencies/Entities of the State of Texas.

Contract Period: September 30, 2007 through August 31, 2009

Discounts:

Book Discounts Per Binding	Discount %
Hardcover Trade (Adult & Juvenile)	46.9%
Reinforced Trade Editions (S&L)	46.9%
Continuations - Trade Hardcover	46.9%
Continuations - Paperbacks	40.5%
Continuations - Short Discounted / Non-Trade Titles	10.1%
Quality & Mass Market Paperbacks (Adult & Juvenile)	40.5%
Publisher's Library Binding (Adult & Juvenile)	15.5%
Legal Publications - Trade	15.5%
University Press - Trade	10.1%
Short Discounted / Non-Trade Titles	10.1%
Net Titles at zero discount with no service charge	00.0%
Audiovisual Discounts Per Format	Discount %
Spoken Word Audiocassette & CDs - Trade	45.5%
Spoken Word Audiocassette & CDs - Non-Trade	20.5%
DVDs	31.5 %
Videos (This format will be obsolete by 12/31/07)	29.0%
Net Titles at zero discount with no service charge	00.0%

Special Notice:

It is the responsibility of each Library Member to inform your Account Services Specialist that you wish to set up a new account or maintenance an existing account under the terms of this contract. Ingram cannot issue credits for accounts failing to follow the proper notification and account set up procedures.

Any item ordered prior to the contract start date will not receive the discounts offered herein. This includes both standing orders and previous backorders. Should the library receive a previously ordered item after the contract is in effect, previous discounts will apply.

Shipping Charges:

Orders will ship FOB Destination with Ingram-paid freight from your Ingram designated primary and secondary distribution centers. Items receiving processing and cataloging services may ship from the primary distribution center exclusively.

Schools and Specialty Libraries will receive two shipments per purchase order from each distribution center.

Should you decide to order from any of our other distribution centers your shipping cost will average 3-7% of the total invoice price. Designation is subject to change by Ingram to provide the best service for your library. No handling fees or other charges are added. Ingram normally ships items via UPS ground transportation, Ingram delivery, or common carrier.

If a separate account is required for Continuations titles, a twice-a-month shipment schedule will apply.

Video catalog product (backlist titles) will ship on a once-a-week basis. New releases (prebooked) are also shipped once a week to arrive on their national street dates (every Tuesday).

Ingram defines FOB Destination as Ingram being responsible for the products until they are actually delivered to the Library. Once the items have been delivered, liability lies with the receiving agency.

Payment Terms:

Payment terms under this offer shall be 1% 10 Days/Net 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. Ingram offers a 1% cash discount on payments made within 10 days of statement date. Credit card payments are not eligible for this discount. Payments must be postmarked by the 10th of the month to qualify for the 1% discount. This discount is shown on your invoice and must be taken at the time the invoice is paid and cannot be taken retroactively. These additional savings can be substantial when you take advantage of the prompt payment discount.

Mail payments only to this remittance address:

Ingram Library Services Inc., P.O. Box 502779, St. Louis, MO 63150-2779

Processing and Cataloging Prices:

Processing:		
Catalog Card Sets - Title	\$ 0.35	Per unit/item
Security Theft Detection	\$ 0.40	Per unit/item
Mylar Jacket	\$ 0.55	Per unit/item
Spine Label	\$ 0.12	Per unit/item
Barcode	\$ 0.12	Per unit/item
Book Pocket	\$ 0.20	Per unit/item
RFID programmed -3M only	\$ 1.05	Per unit/item
Cataloging:		
BookMARC Record – transfer fee	\$ 0.10	Each record (FTP)
BookMARC Record – transfer fee	\$ 0.36	Each record (Diskette)

****Processing services are offered only for materials purchased through Ingram. Any level of additional processing options can be purchased at standard pricing. For additional information on Processing please go to www.ingramlibrary.com .**

Ingram Contact List:

The Agencies and Cooperative Members have toll-free telephone access to any Ingram point of contact. To reach Ingram Library Services dial (800) 937-5300. Your call will be answered by an automated voice system that will offer several prompts to assist you in reaching the correct department:

- **Jay Blint, Account Manager**.....**Dial Ext. 37474**
Email: jay.blint@ingrambook.com
- Customer Care..... Press Option 1, then 1
Email: ILSCustomer.service@ingrambook.com
To discuss concerns or issues regarding your account
- To Place a Book or Audio Order..... Press Option 1, then 2
- To Place a Video Order Press Option 1, then 3
- Robin Dansereau, Account Services Dial Ext 36302
Email: robin.dansereau@ingrambook.com
To Set Up / Update an Account or for Information on Programs and Services
- Account Services..... Press Option 1, then 4
Email: customer.requirements@ingrambook.com
- To Check Stock Status Press Option 1, then 5
- Toll-Free FAX Ordering 800-677-5116
- Credit Department 800-937-8100
- Technical Support..... 800-937-7978
- **Florence Cline, Contract Management Specialist ... Dial Ext. 35766**
Email: florence.cline@ingrambook.com