

MEMORANDUM

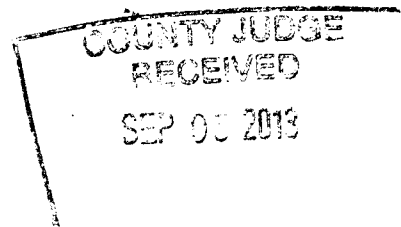
TO: Judge Robert Hebert
County Judge

B214-002 (1)
9-3-13 # 21C

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on September 3, 2013. Thank you.

DATE: September 4, 2013



→ **RETURN TO:** Norma Weaver
9-5
Administrative Assistant
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

* Fort Bend Independent

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Newspaper Publication of Legal Notices
for Fort Bend County
Bid 14-002**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Fort Bend Independent

Legal Name of Contracting Company

SESHADRI KUMAR

Contact Person

10701 Corporate Dr. #202 Stafford, TX

Complete Mailing Address

281-980-6745

Telephone Number

Facsimile Number

Editor@fbIndependent.com

Email Address

Signature

[Signature]

8.14.13

Date

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



**Term Contract for Newspaper Publication of Legal Notices
for Fort Bend County
BID 14-002**

SUBMIT BIDS TO:

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

****NOTE:**

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

SUBMIT NO LATER THAN:

Thursday, August 15, 2013
1:30 PM (Central)

MARK ENVELOPE:

BID 14-002
Newspaper Publication

***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
Debbie.Kaminski@fortbendcountytx.gov

Vendor Information

Fort Bend Independent, LLC.
Legal Name of Contracting Company

30
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-980-6745
Telephone Number

Facsimile Number

10701 Corporate Dr. #282
Complete Mailing Address (for Correspondence)


Stafford, Texas, 77477
City, State and Zip Code


P.O. Box 623
Complete Remittance Address (if different from above)

Sugar Land, Texas, 77487
City, State and Zip Code

SESHADRI KUMAR, PUBLISHER
Authorized Representative and Title (printed)

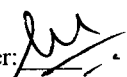
Editor @fbIndependent.com
Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidder: 

1.0 GENERAL REQUIREMENTS:

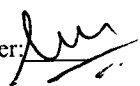
- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, 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 301 Jackson, Suite 201, Richmond, 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, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 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.

Initials of Bidder: 

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 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.
- 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.
- 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.

Initials of Bidder: 

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



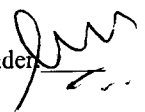
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder 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 or where vendor can show proof of increase to specific commodity (fuel, oil, etc.). 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.
- 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.

Initials of Bidder



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 official or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

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

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's 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.

Initials of Bidder: 

- 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.

- 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) or more newspapers to publish legal notices and other advertisements, as specified herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2013 through 30 September 2014**, renewable annually for four (4) years (through 30 September 2018) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason 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 REQUIRED DOCUMENTATION:

All bidders must submit, with bid, the following documentation. Failure to comply with this requirement in its entirety will result in bid disqualification.

- 6.1 Current Statement of Ownership, Management and Circulation filed with the United States Postal Service.
- 6.2 US Postal Service Authorization for Second-Class Mail Privileges.
- 6.3 Circulation Data Audit categorized by zip code for calendar year 2011 OR a copy of the last three (3) US Postal Service Form 3541-1.

7.0 DEFINITIONS:

Publish: To make public; to circulate; to make known to people in general. To issue; to put into circulation. An advising of the public or making known of something to the public for a purpose.

Weekly: Published once a week.

Daily: Published at least five (5) times a week.

8.0 LEGAL RATE OF PUBLICATION:

Texas Government Code 2051.045 Legal Rate Charged: The legal rate for publication of a notice shall be the lowest published rate for classified advertising of that newspaper.

9.0 INVOICES:

- 9.1 All invoices for publications must be accompanied by an affidavit of the publisher, under oath, that states the rate charged, certifies that the rate charged is the newspaper's lowest rate for classified advertising, and certifies the number and dates of the publication. All invoices must also be accompanied by an original clipping of the published notice
- 9.2 Publications which are incorrect or incomplete due to vendor error, shall be republished in their entirety at no charge to the County, or if no longer needed, the original incorrect publication will not be invoiced nor paid.

10.0 SPECIFICATIONS:

Vendor's newspaper must comply with all applicable statutes regarding the publishing of legal notices and advertisements required by county governments in the State of Texas. In addition, the newspaper must meet the requirements of Section 2051.044 Texas Government Code:

- General circulation in Fort Bend County;
- Devote not less than 25 percent of your total column lineage to general interest items;
- Publish at least once each week;
- Entered as second-class postal matter in the County where published; and
- Published regularly and continuously for at least 12 months before Fort Bend County publishes the notice.

11.0 DISCLAIMER:

Fort Bend County reserves the right to utilize other publications (newspapers, etc.) when ordered by Commissioners Court or directed by statute.

12.0 BID AWARD:

Awarding of contract will be made as prescribed by the County Purchasing Act, Section 262.027 Texas Local Government Code. Fort Bend County reserves the right to award this contract to either a daily or weekly publication.

13.0 POINT OF CONTACT:

Point of contact will be Ms. Debbie Kaminski, CPPB, Assistant County Purchasing Agent at Debbie.Kaminski@fortbendcountytexas.gov.

14.0 REQUIRED FORMS:

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

- 14.1 Vendor Form
- 14.2 W9 Form
- 14.3 Tax Form/Debt/Residence Certification

15.0 BIDDER COMPLETE THE FOLLOWING:

Section 1: Newspaper Published Weekly:

1. Is newspaper published at least once a week?
Yes ☒ No ☐
Publication Deadline: Monday, 5 P.M
2. Entered as second-class postal matter in the county where published?
Yes ☒ No ☐
Second-Class Mailing Permit Number: 025-572
3. Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?
Yes ☒ No ☐
4. Published regularly and continuously for not less than twelve months?
Yes ☒ No ☐
5. Legal Notice Publication Rate per Column Inch per day published:
\$ 4.59

Reminder: Attach all required documentation as outlined in Section 6.0 on Page 15.

Section 2: Newspaper Published Daily: N. A.

1. Is newspaper published at least five (5) days a week?

Yes _____ No _____

Publication Deadline: _____

2. Entered as second-class postal matter in the county where published?

Yes _____ No _____

Second-Class Mailing Permit Number: _____

3. Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?

Yes _____ No _____

4. Published regularly and continuously for not less than twelve months?

Yes _____ No _____

5. Legal Notice Publication Rate per Column Inch per day published:

\$ _____

Reminder: Attach all required documentation as outlined in Section 6.0 on Page 15.

CONTRACT SHEET
Bid # B14-002

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd day of September, 2013, 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 Fort Bend Independent
(company name)
(hereinafter designated Contractor).

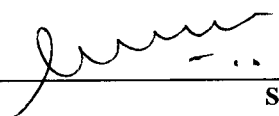
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Newspaper Advertising**, 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 5th day of September 2013.

By: 
County Judge

By: 
Signature of Contractor

By: SESHADRI KUMAR, PUBLISHER
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #	Dun and Bradstreet #	
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established <u>2008</u> <u>Fort Bend Independent, LLC</u>	
Remittance Address	<u>P.O. Box 623</u>	
City/State/Zip	<u>Sugar Land, TX, 77487</u>	
Physical Address	<u>10701 Corporate Dr. #282</u>	
City/State/Zip	<u>Stafford, TX 77477</u>	
County	<input checked="" type="checkbox"/> Fort Bend County <input type="checkbox"/> Other:	
Phone/Fax Number	Phone: <u>281-980-6745</u> Fax:	
Contact Person	<u>SESHAPRI KUMAR</u>	
E-mail	<u>Editor @ fb independent. com</u>	
Special Notes	<u>cell No. 281. 799. 9459</u>	
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input checked="" type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

**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.

Name (as shown on your income tax return)

Fort Bend Independent, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

10701 Corporate Dr. # 282

Requester's name and address (optional)

City, state, and ZIP code

Stafford, TX 77477

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 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 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).

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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

8.14.13

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

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 page 2), 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 Social Security Administration 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 www.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, 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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second 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 1.

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, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Job No.: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION

(for A _____)

Taxpayer Identification Number (T.I.N.): _____ 0

Company Name submitting Bid/Proposal: Fort Bend Independent

Mailing Address: 10701 Corporate Dr #282 Stafford, TX 77477

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

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

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

Fort Bend County Tax Acct. No.*	Property address or location**
<u>9960-06-213-0062-910</u>	<u>10701 Corporate Dr. #282 Stafford TX 77477</u>
<u>1 Laptop, 1 Printer</u>	
<u>Office furniture</u>	
<u>Telephone</u>	

* 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 Fort Bend Independent is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

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



**UNITED STATES
POSTAL SERVICE®**

0219

**Statement of Ownership, Management, and Circulation
(All Periodicals Publications Except Requester Publications)**

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		Telephone (Include area code) 281-799-9459

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)

10701 Coporate Dr. #282, Stafford, Texas 77477

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)

Seshadri Kumar, 10701 Corporate Dr. #282, Stafford, TX 77477

Editor (Name and complete mailing address)

Seshadri Kumar, 10701, Corporate Dr. #282, Stafford, Tx 77477

Managing Editor (Name and complete mailing address) **None**

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
Vijay Pallod	4018 West Hollow Pkwy. Houston, Tx 77082
G.V. Krishnan	4807 Welford Dr., Bellaire, TX 77401
Pankaj Assar	3514 Autumbend Dr. Sugar Land, Tx77479
Mark Elam	3902 East Wisteria, Sugar Land, Tx77479
Seshadri Kumar	2623 Stonebury Lane, Sugar Land, Tx 77479

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box ☒ None

Full Name	Complete Mailing Address

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)

The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes.

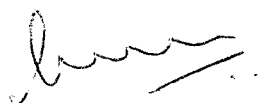
13. Publication Title Fort Bend Independent		14. Issue Date for Circulation Data Below Sept. 26, 2012	
15. Extent and Nature of Circulation General		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies (Net press run)		300	300
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	28	28
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	99	99
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	105	105
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)	3	3
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))		235	235
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541	4	4
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	0	0
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)	0	0
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	0	0
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		4	4
f. Total Distribution (Sum of 15c and 15e) ▶		239	239
g. Copies not Distributed (See Instructions to Publishers #4 (page #3)) ▶		61	61
h. Total (Sum of 15f and g) ▶		300	300
i. Percent Paid (15c divided by 15f times 100) ▶		98.33	98.33

16. Publication of Statement of Ownership

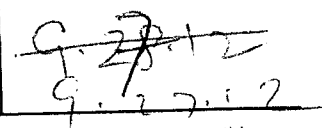
☒ If the publication is a general publication, publication of this statement is required. Will be printed in the Oct. 3, 2012 issue of this publication.

☐ Publication not required.

17. Signature and Title of Editor, Publisher, Business Manager, or Owner



Date



US Postal Service Authorization for Periodicals Mail Privileges		Date 06/28/2010	ISSN	USPS 025572
From →	U.S. POSTAL SERVICE PRICING AND CLASSIFICATION SERVICE CENTER	In Correspondence Refer to Date, Publication Number and Case No.		Case No. 947703
	New York, NY 10007-2951	This record must be retained in your permanent files.		

1. You are authorized to accept copies of the following publication from the publisher for mailing from your office. The publisher must pay postage at the rates shown in Item 3 below:

Title **FORT BEND INDEPENDENT**

Frequency **DAILY**

Name of Publisher **FORT BEND INDEPENDENT LLC**

Date of Application **01/06/2010**

Effective Date **01/06/2010**

2. Authorized Under Section 707.6.1, DMM	3. Rates Applicable Outside CTY 707.1.3.0	4. Advertising Authorized GENERAL	5. Ownership Statement FILE & PUBLISH
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6. The publisher must print the Identification Statements on one of the first five pages, or in the masthead on the editorial page, or on one of the last three editorial pages of each copy of the publication, as required by *Domestic Mail Manual* 707.04.

7. The authorization is granted under the provisions of the regulations of the United States Postal Service indicated in Item 2, and is subject in all respects to the provisions of all regulations pertaining to periodicals matter now in force or hereafter adopted. Proceedings will be instituted under the applicable provisions of *Domestic Mail Manual* 707.05 to annul this authorization whenever evidence in the possession of the Postal Service indicates that the publication is not being prepared and circulated in compliance with all applicable regulations of the Postal Service. Copies containing enclosures or inscriptions that are subject to postage at the First-Class or Standard Mail rates shall be charged with postage at the rate applicable to the enclosures or inscriptions, except as provided for in *Domestic Mail Manual* 707.03. (18 United States Code 1723)

8. Deliver the enclosed copy of this authorization to the publisher. Issue any appropriate refund to the publisher in accordance with the instructions on Form 3503, *Record of Deposits Made While Periodicals Application Is Pending*. Form 3503 must be retained as part of the permanent official file for the publication by each post office where the publication was mailed while the application for periodicals mail privileges was pending. Do not forward Form 3503 to the Pricing and Classification Service Center.

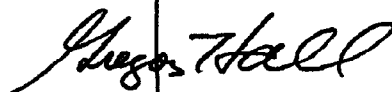
9. Remarks

To:

POSTMASTER
STRATFORD, TX 79084-9998

10. Authorized By:

PJP



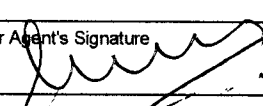
Gregory Hall
Manager

Postage Statement - Periodicals**One Issue or One Edition Unless Used as a Consolidated Statement**Post Office: Note Mail Arrival Date & Time
(Do Not Round-Stamp)

Mailer	Publication Title and Owner or News Agent's Name Fort Bend Independent Seshadri Kumar	Mailing Agent's (Printer or Consolidator) Name, Address, Telephone Number, and Email Address if Any 10701 Corporate Dr. #282 Stafford, Texas, 77477 281-799-9459 Printer/Consolidator Imprint Permit No. _____	Entry Post Office Name, State, and ZIP+4 Stafford, Tx, 77477
	CAPS Customer Ref. No. _____	CRID _____	

Mailing	Applicable Parts Completed (select all that apply) <input checked="" type="checkbox"/> A <input type="checkbox"/> B - E <input type="checkbox"/> F	Statement for bundles/containers only (If Applicable) <input type="checkbox"/>	Price Category <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Nonprofit <input type="checkbox"/> Classroom <input type="checkbox"/> Science-of-Agriculture	Combined Mailing <input type="checkbox"/> Mixed Class <input checked="" type="checkbox"/> Single Class	Consolidated Postage Statement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Publication No. 025-572	Edition/Code	Mailer's Mailing Date 08-07-13	Processing Category <input type="checkbox"/> Letter <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 120
	Issue Date 08-07-13	Issue Frequency Weekly	Statement Sequence No.		Number of Addressed Supplements In-County _____ Outside-County _____
	Weight of a Single Ride-Along piece 0 _____ lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.0800 pounds	Advertising Percentage in This Issue 86.25 %	Number and Type of Containers. (Enter total number of containers) _____ Trays 2 Sacks _____ Pallets	
	For Automation Pieces, Enter Date of Address Matching and Coding ____/____/____	For Carrier Route Pieces, Enter Date of Address Matching and Coding ____/____/____	For Carrier Route Pieces, Enter Date of Carrier Route Sequencing ____/____/____	For pieces bearing a simplified address enter date of delivery statistics file or alternative method ____/____/____	

Postage	Part A - In-County Prices Total Part A (page 2) (Postmaster: Report total Part A postage in AIC 224)		11.999
	Part B - Outside-County Pound Prices	Total Part B (Page 3)	0.702
	Part C - Outside-County Piece Prices	Total Part C (Page 4)	9.425
	Part D - Outside-County Bundle Prices	Total Part D (Page 5)	0.286
	Part E - Outside-County Sack/Tray/Pallet Prices	Total Part E (Page 6 & 7)	
	Outside-County Postage	Subtotal Parts B, C, D, and E	10.413
	Preferred Price Discount - Nonprofit, Classroom, Limited Circulation, Limited Circulation Science of Agriculture (Add line B16, and parts C, D, and E Totals) _____ X .05 (all others enter zero)		-
	Subtract the Preferred Price Discount from the Outside-County Postage		=
	Part F - Outside-County Ride-Along and Repositionable Notes (Page 7)		+
	Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)		10.413
Add Total In-County Postage and Total Outside-County Postage		Total Postage (AIC 224 + AIC 135)	22.41

Certification	The signature of the owner of the publication certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the owner of the publication and that the owner of the publication is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The owner of the publication hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form, may be subject to criminal and/or civil penalties, including fines and imprisonment.			
	Privacy Notice: For information regarding our Privacy Policy visit www.usps.com .			
	Owner or Agent's Name S. Kumar	USPS Use Only To be completed in non-Postal/One! sites	Post Office Computed Weight per Copy (Round off to 4 decimal places if necessary) _____ pounds	Round Stamp (Required) Payment Date
	Owner or Agent's Signature 		Time _____ AM _____ PM	
	Name and Telephone Number of Contact Person in Publisher's Office 281.799.9459		USPS Employee's Signature	
	Print USPS Employee's Name			
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Periodicals - One Issue or One Edition - In-County

☐ **Part A**
In-County

Check box at left if prices are populated in this section.

Pound Price

	Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester Copies	Total Copies	Total Pounds	Price	Total Postage
A1	DDU					\$0.149	
A2	None	87	5	92	7	0.194	1.358
A3	Total Pound Price Postage (Add lines A1 and A2)						1.358

Piece Price (Presort)

	Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage
A4	Basic	Nonautomation			\$0.136	
A5		Automation Letters			0.062	
A6		Automation Flats			0.120	
A7	3-Digit	Nonautomation	33	33	0.124	4.092
A8		Automation Letters			0.051	
A9		Automation Flats			0.112	
A10	5-Digit	Nonautomation	59	58	0.111	6.549
A11		Automation Letters			0.049	
A12		Automation Flats			0.105	
A13	Carrier Route	Basic			0.063	
A14		High Density			0.046	
A15		Saturation			0.032	
A16	Presort Subtotal (Add lines A4-A15)		91	91		
A17	Number of Addressed Pieces at DDU Prices				0.008	10.641

A18	Piece Price Subtotal (A16 minus A17)					10.641
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Full Service Intelligent Mail Option

A19	Number of pieces that comply _____ x \$0.001 =	
A20	Periodicals In-County Subtotal (Line A18 minus A19)	

Ride-Along Price

(Must equal the number of copies in line A16, not number of addressed pieces)

		Total Copies	Addressed Pieces	Price	Total Postage
A21	Ride-Along Pieces			\$0.169	

Repositionable Notes

(Must equal the number of copies in line A16, not number of addressed pieces)

		Total Copies	Addressed Pieces	Price	Total Postage
A22	Repositionable Notes			\$0.00	

A23	Other Subtotal(Add lines A21 and A22)				
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Part A Total (Add lines A3, A20, and A23) Postmaster: Report in AIC 224 **11.999**

Periodicals - One Issue or One Edition - Outside-County

Part B Outside-County - Pound Prices

Check box at left if prices are populated in this section.

For Nonprofit & Classroom: All commingled nonsubscriber or nonrequester copies over the 10% limit must pay regular prices & use a separate PS Form 3541.

Advertising Pound Prices

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Advertising Pounds	Price		Total Postage
						Reg	Sci/Ag	
B1	DDU					\$0.138	\$0.104	
B2	DSCF					0.211	0.158	
B3	DADC					0.225	0.169	
B4	1 & 2	28	28		2	0.247	0.185	0.494
B5	3					0.271		
B6	4					0.333		
B7	5					0.426		
B8	6					0.524		
B9	7					0.645		
B10	8					0.749		
B11	Subtotal (Add lines B1-B10)		27					0.494

Nonadvertising Pound Prices

	Entry Zone	Total Pounds	minus	Advertising Pounds	equals	Nonadvertising Pounds	X	Price		Total Postage
								Reg	Sci/Ag	
B12	DDU	(From B1)		(From B1)				\$0.116	\$0.116	
B13	DSCF	(From B2)		(From B2)				0.175	0.175	
B14	DADC	(From B3)		(From B3)				0.187	0.187	
B15	All Others	3 (From B4-B10)		2 (From B4-B10)		1		0.208	0.208	0.208
B16	Subtotal (Add lines B12-B15)									0.208

Pound Price Postage Total (Add lines B11 and B16) 0.208

Nonadvertising Pound Prices - Alternate (Nonprofit and Classroom publications with 10% or less advertising, or other publications with 0% advertising.)

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Price		Total Postage
					Reg	Sci/Ag	
B12	DDU				\$0.116	\$0.116	
B13	DSCF				0.175	0.175	
B14	DADC				0.187	0.187	
B15	All Others				0.208	0.208	
B16	Subtotal (Add lines B12-B15)						

Part B Total - Pound Price Total (Add lines B11 and B16) 0.702

Periodicals - One Issue or One Edition - Outside-County

☐ **Part C**
Outside-County - Piece Prices

Check box at left if prices are populated in this section.

Machinable Flats

	Level	Price Level	Total Copies	Addressed Pieces	Price	Total Postage
C1	Mixed ADC	Barcoded			\$0.424	
C2		Nonbarcoded			0.457	
C3	ADC	Barcoded			0.397	
C4		Nonbarcoded			0.421	
C5	3-Digit	Barcoded			0.381	
C6		Nonbarcoded			0.404	
C7	5-Digit	Barcoded			0.291	
C8		Nonbarcoded			0.301	

Nonmachinable Flats

C9	Mixed ADC	Barcoded			\$0.594	
C10		Nonbarcoded			0.641	
C11	ADC	Barcoded			0.494	
C12		Nonbarcoded			0.520	
C13	3-Digit	Barcoded			0.430	
C14		Nonbarcoded	12		0.442	5.304
C15	5-Digit	Barcoded			0.318	
C16		Nonbarcoded	16		0.319	5.104

Parcels

C17	Mixed ADC				\$0.641	
C18	ADC				0.520	
C19	3-Digit				0.442	
C20	5-Digit				0.319	

Letters

C21	Mixed ADC	Barcoded			\$0.331	
C22		Nonbarcoded			0.457	
C23	ADC	Barcoded			0.290	
C24		Nonbarcoded			0.421	
C25	3-Digit	Barcoded			0.269	
C26		Nonbarcoded			0.404	
C27	5-Digit	Barcoded			0.205	
C28		Nonbarcoded			0.301	

Carrier Route & Firm Bundles

C29	Basic				\$0.193	
C30	High-Density				0.160	
C31	Saturation				0.139	
C32	Firm Bundle (Use "Addressed Pieces" to calculate postage)				0.189	
C33	Subtotal (Add lines C1 through C32)					10.408
C34	Nonadv. % (100 minus adv.%) <u>33.75</u> X # of Addressed Pieces (C33) X \$0.00104					0.983

C35	Subtotal Outside County Piece Prices (Line C33 minus C34)					9.425
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Full Service Intelligent Mail Option

C36	Number of pieces that comply _____ x \$0.001 =					
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Part C Total (Line C35 minus C36) 9.425

Periodicals - One Issue or One Edition - Outside-County

☐ **Part D**
Outside County - Bundle Prices

Check box at left if prices are populated in this section.

Container Level	Bundle Level	Bundles	Price	Total Postage
D1	Mixed ADC	Mixed ADC	\$0.081	
D2		ADC	0.213	
D3		3-Digit/SCF	0.283	
D4		5-Digit	0.292	
D5		Carrier Route		
D6		Firm	0.190	
D7	ADC	ADC	0.118	
D8		3-Digit/SCF	0.195	
D9		5-Digit	0.211	
D10		Carrier Route	0.333	
D11		Firm	0.158	
D12	SCF/ 3-Digit	3-Digit/SCF	1	0.132
D13		5-Digit	1	0.154
D14		Carrier Route		
D15		Firm	0.146	
D16	CR/ 5-Digit	5-Digit	0.149	
D17		Carrier Route	0.156	
D18		Firm	0.081	

Part D Total (Add lines D1-D18)

0.286

Postage Statement - Periodicals**One Issue or One Edition Unless Used as a Consolidated Statement**Post Office: Note Mail Arrival Date & Time
(Do Not Round-Stamp)

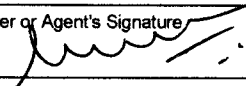
Mailer	Publication Title and Owner or News Agent's Name Fort Bend Independent Seshadri Kumar	Mailing Agent's (Printer or Consolidator) Name, Address, Telephone Number, and Email Address if Any 10701 Corporate Dr. #282 Stafford, Texas, 77477 281-799-9459 Printer/Consolidator Imprint Permit No. _____	Entry Post Office Name, State, and ZIP+4 Stafford, Tx, 77477
	CAPS Customer Ref. No. _____	CRID _____	

Mailing	Applicable Parts Completed (select all that apply) <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B - E <input type="checkbox"/> F	Statement for bundles/containers only (If Applicable) <input type="checkbox"/>	Price Category <input type="checkbox"/> Classroom <input type="checkbox"/> Regular <input type="checkbox"/> Nonprofit <input type="checkbox"/> Science-of-Agriculture	Combined Mailing <input type="checkbox"/> Mixed Class <input checked="" type="checkbox"/> Single Class	Consolidated Postage Statement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Publication No. 025-572	Edition/Code	Mailer's Mailing Date 08-14-13	Processing Category <input type="checkbox"/> Letter <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 120
	Issue Date 08-14-13	Issue Frequency Weekly	Statement Sequence No.		Number of Addressed Supplements In-County _____ Outside-County _____
	Weight of a Single Ride-Along piece 0 _____ lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.1000 pounds	Advertising Percentage in This Issue 74.25 %	Number and Type of Containers. (Enter total number of containers) _____ Trays 2 Sacks _____ Pallets	
	For Automation Pieces, Enter Date of Address Matching and Coding ____/____/____	For Carrier Route Pieces, Enter Date of Address Matching and Coding ____/____/____	For Carrier Route Pieces, Enter Date of Carrier Route Sequencing ____/____/____	For pieces bearing a simplified address enter date of delivery statistics file or alternative method ____/____/____	

Postage	Part A - In-County Prices Total Part A (page 2) (Postmaster: Report total Part A postage in AIC 224)			12.387
	Part B - Outside-County Pound Prices	Total Part B (Page 3)	0.949	
	Part C - Outside-County Piece Prices	Total Part C (Page 4)	9.663	
	Part D - Outside-County Bundle Prices	Total Part D (Page 5)	0.286	
	Part E - Outside-County Sack/Tray/Pallet Prices	Total Part E (Page 6 & 7)		
	Outside-County Postage	Subtotal Parts B, C, D, and E	10.898	
	Preferred Price Discount - Nonprofit, Classroom, Limited Circulation, Limited Circulation Science of Agriculture (Add line B16, and parts C, D, and E Totals) _____ X .05 (all others enter zero)			-
	Subtract the Preferred Price Discount from the Outside-County Postage			=
	Part F - Outside-County Ride-Along and Repositionable Notes (Page 7)			+
	Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)			10.898
Add Total In-County Postage and Total Outside-County Postage			Total Postage (AIC 224 + AIC 135) 23.285	

Certification The signature of the owner of the publication certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the owner of the publication and that the owner of the publication is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The owner of the publication hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form, may be subject to criminal and/or civil penalties, including fines and imprisonment.

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	Owner or Agent's Signature 		Time _____ AM _____ PM	
	Name and Telephone Number of Contact Person in Publisher's Office 281.799.9459		USPS Employee's Signature	
			Print USPS Employee's Name	
			Round Stamp (Required) Payment Date	

Periodicals - One Issue or One Edition - In-County

☐ **Part A**
In-County

Check box at left if prices are populated in this section.

Pound Price

	Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester	Total Copies	Total Pounds	Price	Total Postage
A1	DDU					\$0.149	
A2	None	87	5	92	9	0.194	1.746
A3	Total Pound Price Postage (Add lines A1 and A2)						1.746

Piece Price (Presort)

	Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage
A4	Basic	Nonautomation			\$0.136	
A5		Automation Letters			0.062	
A6		Automation Flats			0.120	
A7	3-Digit	Nonautomation	33	33	0.124	4.092
A8		Automation Letters			0.051	
A9		Automation Flats			0.112	
A10	5-Digit	Nonautomation	59	59	0.111	6.549
A11		Automation Letters			0.049	
A12		Automation Flats			0.105	
A13	Carrier Route	Basic			0.063	
A14		High Density			0.046	
A15		Saturation			0.032	
A16	Presort Subtotal (Add lines A4-A15)		92	92		
A17	Number of Addressed Pieces at DDU Prices				0.008	10.641

A18	Piece Price Subtotal (A16 minus A17)					10.641
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Full Service Intelligent Mail Option

A19	Number of pieces that comply _____ x \$0.001 =					
A20	Periodicals In-County Subtotal (Line A18 minus A19)					

Ride-Along Price

(Must equal the number of copies in line A16, not number of addressed pieces)

		Total Copies	Addressed Pieces	Price	Total Postage
A21	Ride-Along Pieces			\$0.169	

Repositionable Notes

(Must equal the number of copies in line A16, not number of addressed pieces)

		Total Copies	Addressed Pieces	Price	Total Postage
A22	Repositionable Notes			\$0.00	

A23	Other Subtotal (Add lines A21 and A22)					
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Part A Total (Add lines A3, A20, and A23) Postmaster: Report in AIC 224 **12.387**

Periodicals - One Issue or One Edition - Outside-County

Part B Outside-County - Pound Prices

Check box at left if prices are populated in this section.

For Nonprofit & Classroom: All commingled nonsubscriber or nonrequester copies over the 10% limit must pay regular prices & use a separate PS Form 3541.

Advertising Pound Prices

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Advertising Pounds	Price		Total Postage
						Reg	Sci/Ag	
B1	DDU					\$0.138	\$0.104	
B2	DSCF					0.211	0.158	
B3	DADC					0.225	0.169	
B4	1 & 2	28	28		3	0.247	0.185	0.741
B5	3					0.271		
B6	4					0.333		
B7	5					0.426		
B8	6					0.524		
B9	7					0.645		
B10	8					0.749		
B11	Subtotal (Add lines B1-B10)		28		3			0.741

Nonadvertising Pound Prices

	Entry Zone	Total Pounds	minus	Advertising Pounds	equals	Nonadvertising Pounds	X	Price		Total Postage
								Reg	Sci/Ag	
B12	DDU	(From B1)		(From B1)				\$0.116	\$0.116	
B13	DSCF	(From B2)		(From B2)				0.175	0.175	
B14	DADC	(From B3)		(From B3)				0.187	0.187	
B15	All Others	3 (From B4-B10)		2 (From B4-B10)	1			0.208	0.208	0.208
B16	Subtotal (Add lines B12-B15)									0.208

Pound Price Postage Total (Add lines B11 and B16) 0.208

Nonadvertising Pound Prices - Alternate (Nonprofit and Classroom publications with 10% or less advertising, or other publications with 0% advertising.)

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Price		Total Postage
					Reg	Sci/Ag	
B12	DDU				\$0.116	\$0.116	
B13	DSCF				0.175	0.175	
B14	DADC				0.187	0.187	
B15	All Others				0.208	0.208	
B16	Subtotal (Add lines B12-B15)						

Part B Total - Pound Price Total (Add lines B11 and B16) 0.949

Periodicals - One Issue or One Edition - Outside-County

☐ **Part C**
Outside-County - Piece Prices

Check box at left if prices are populated in this section.

Machinable Flats

	Level	Price Level	Total Copies	Addressed Pieces	Price	Total Postage
C1	Mixed ADC	Barcoded			\$0.424	
C2		Nonbarcoded			0.457	
C3	ADC	Barcoded			0.397	
C4		Nonbarcoded			0.421	
C5	3-Digit	Barcoded			0.381	
C6		Nonbarcoded			0.404	
C7	5-Digit	Barcoded			0.291	
C8		Nonbarcoded			0.301	

Nonmachinable Flats

C9	Mixed ADC	Barcoded			\$0.594	
C10		Nonbarcoded			0.641	
C11	ADC	Barcoded			0.494	
C12		Nonbarcoded			0.520	
C13	3-Digit	Barcoded			0.430	
C14		Nonbarcoded	12		0.442	5.304
C15	5-Digit	Barcoded			0.318	
C16		Nonbarcoded	16		0.319	5.104

Parcels

C17	Mixed ADC				\$0.641	
C18	ADC				0.520	
C19	3-Digit				0.442	
C20	5-Digit				0.319	

Letters

C21	Mixed ADC	Barcoded			\$0.331	
C22		Nonbarcoded			0.457	
C23	ADC	Barcoded			0.290	
C24		Nonbarcoded			0.421	
C25	3-Digit	Barcoded			0.269	
C26		Nonbarcoded			0.404	
C27	5-Digit	Barcoded			0.205	
C28		Nonbarcoded			0.301	

Carrier Route & Firm Bundles

C29	Basic				\$0.193	
C30	High-Density				0.160	
C31	Saturation				0.139	
C32	Firm Bundle (Use "Addressed Pieces" to calculate postage)				0.189	
C33	Subtotal (Add lines C1 through C32)					10.408
C34	Nonadv. % (100 minus adv.%) <u>25.75</u> X # of Addressed Pieces (C33) X \$0.00104					0.745

C35	Subtotal Outside County Piece Prices (Line C33 minus C34)					9.663
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Full Service Intelligent Mail Option

C36	Number of pieces that comply _____ x \$0.001 =					
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Part C Total (Line C35 minus C36) 9.425

Periodicals - One Issue or One Edition - Outside-County

☐ **Part D**
Outside County - Bundle Prices

Check box at left if prices are populated in this section.

Container Level		Bundle Level	Bundles	Price	Total Postage
D1	Mixed ADC	Mixed ADC		\$0.081	
D2		ADC		0.213	
D3		3-Digit/SCF		0.283	
D4		5-Digit		0.292	
D5		Carrier Route			
D6		Firm		0.190	
D7	ADC	ADC		0.118	
D8		3-Digit/SCF		0.195	
D9		5-Digit		0.211	
D10		Carrier Route		0.333	
D11		Firm		0.158	
D12	SCF/ 3-Digit	3-Digit/SCF	1	0.132	0.132
D13		5-Digit	1	0.154	0.154
D14		Carrier Route		0.295	
D15		Firm		0.146	
D16	CR/ 5-Digit	5-Digit		0.149	
D17		Carrier Route		0.156	
D18		Firm		0.081	
Part D Total (Add lines D1-D18)				0.286	

Postage Statement - Periodicals**One Issue or One Edition Unless Used as a Consolidated Statement**Post Office: Note Mail Arrival Date & Time
(Do Not Round-Stamp)

Mailer	Publication Title and Owner or News Agent's Name	Mailing Agent's (Printer or Consolidator) Name, Address, Telephone Number, and Email Address if Any		Entry Post Office Name, State, and ZIP+4
	Fort Bend Independent	10701 Corporate Dr. #282		Stafford, Tx, 77477
	Seshadri Kumar	Stafford, Texas, 77477		
	CAPS Customer Ref. No. _____	281-799-9459 Printer/Consolidator Imprint Permit No. _____		
	CRID _____	CRID _____		

Mailing	Applicable Parts Completed (select all that apply) <input checked="" type="checkbox"/> A <input type="checkbox"/> B - E <input type="checkbox"/> F	Statement for bundles/containers only (If Applicable) <input type="checkbox"/>	Price Category <input type="checkbox"/> Classroom <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Nonprofit <input type="checkbox"/> Science-of-Agriculture	Combined Mailing <input type="checkbox"/> Mixed Class <input checked="" type="checkbox"/> Single Class	Consolidated Postage Statement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Publication No. 025-572	Edition/Code	Mailer's Mailing Date 07-31-13	Processing Category <input type="checkbox"/> Letter <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 119
	Issue Date 07-31-13	Issue Frequency Weekly	Statement Sequence No.		
	Weight of a Single Ride-Along piece 0 lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.1000 pounds	Advertising Percentage in This Issue 65.17 %	Number and Type of Containers. (Enter total number of containers) ____ Trays 2 Sacks ____ Pallets	
	For Automation Pieces, Enter Date of Address Matching and Coding ____/____/____	For Carrier Route Pieces, Enter Date of Address Matching and Coding ____/____/____	For Carrier Route Pieces, Enter Date of Carrier Route Sequencing ____/____/____	For pieces bearing a simplified address enter date of delivery statistics file or alternative method ____/____/____	

Postage	Part A - In-County Prices Total Part A (page 2) (Postmaster: Report total Part A postage in AIC 224)			12.276
	Part B - Outside-County Pound Prices	Total Part B (Page 3)	0.702	
	Part C - Outside-County Piece Prices	Total Part C (Page 4)	9.394	
	Part D - Outside-County Bundle Prices	Total Part D (Page 5)	0.286	
	Part E - Outside-County Sack/Tray/Pallet Prices	Total Part E (Page 6 & 7)		
	Outside-County Postage	Subtotal Parts B, C, D, and E	10.384	
	Preferred Price Discount - Nonprofit, Classroom, Limited Circulation, Limited Circulation Science of Agriculture (Add line B16, and parts C, D, and E Totals) ____ X .05 (all others enter zero)		-	
	Subtract the Preferred Price Discount from the Outside-County Postage		=	
	Part F - Outside-County Ride-Along and Repositionable Notes (Page 7)		+	
	Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)			10.384
Add Total In-County Postage and Total Outside-County Postage			Total Postage (AIC 224 + AIC 135) 22.66	

Certification

The signature of the owner of the publication certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the owner of the publication and that the owner of the publication is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The owner of the publication hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form, may be subject to criminal and/or civil penalties, including fines and imprisonment.

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Name and Telephone Number of Contact Person in Publisher's Office		USPS Employee's Signature	
281.799.9459		Print USPS Employee's Name	
		Round Stamp (Required) Payment Date	

Periodicals - One Issue or One Edition - In-County

☐ **Part A**
In-County

Check box at left if prices are populated in this section.

Pound Price

	Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester	Total Copies	Total Pounds	Price	Total Postage
A1	DDU					\$0.149	
A2	None	86	5	91	9	0.194	1.746
A3	Total Pound Price Postage (Add lines A1 and A2)						1.746

Piece Price (Presort)

	Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage
A4	Basic	Nonautomation			\$0.136	
A5		Automation Letters			0.062	
A6		Automation Flats			0.120	
A7	3-Digit	Nonautomation	33	33	0.124	4.092
A8		Automation Letters			0.051	
A9		Automation Flats			0.112	
A10	5-Digit	Nonautomation	58	58	0.111	6.438
A11		Automation Letters			0.049	
A12		Automation Flats			0.105	
A13	Carrier Route	Basic			0.063	
A14		High Density			0.046	
A15		Saturation			0.032	
A16	Presort Subtotal (Add lines A4-A15)		91	91		
A17	Number of Addressed Pieces at DDU Prices				0.008	10.530

A18	Piece Price Subtotal (A16 minus A17)					10.530
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Full Service Intelligent Mail Option

A19	Number of pieces that comply _____ x \$0.001 =					
A20	Periodicals In-County Subtotal (Line A18 minus A19)					

Ride-Along Price

(Must equal the number of copies in line A16, not number of addressed pieces)

		Total Copies	Addressed Pieces	Price	Total Postage
A21	Ride-Along Pieces			\$0.169	

Repositionable Notes

(Must equal the number of copies in line A16, not number of addressed pieces)

		Total Copies	Addressed Pieces	Price	Total Postage
A22	Repositionable Notes			\$0.00	

A23	Other Subtotal (Add lines A21 and A22)					
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Part A Total (Add lines A3, A20, and A23) Postmaster: Report in AIC 224 **12.276**

Periodicals - One Issue or One Edition - Outside-County

Part B Outside-County - Pound Prices

Check box at left if prices are populated in this section.

For Nonprofit & Classroom: All commingled nonsubscriber or nonrequester copies over the 10% limit must pay regular prices & use a separate PS Form 3541.

Advertising Pound Prices

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Advertising Pounds	Price		Total Postage
						Reg	Sci/Ag	
B1	DDU					\$0.138	\$0.104	
B2	DSCF					0.211	0.158	
B3	DADC					0.225	0.169	
B4	1 & 2	28	28	3	2	0.247	0.185	0.494
B5	3					0.271		
B6	4					0.333		
B7	5					0.426		
B8	6					0.524		
B9	7					0.645		
B10	8					0.749		
B11	Subtotal (Add lines B1-B10)		27					0.494

Nonadvertising Pound Prices

	Entry Zone	Total Pounds	minus	Advertising Pounds	equals	Nonadvertising Pounds	X	Price		Total Postage
								Reg	Sci/Ag	
B12	DDU	(From B1)		(From B1)				\$0.116	\$0.116	
B13	DSCF	(From B2)		(From B2)				0.175	0.175	
B14	DADC	(From B3)		(From B3)				0.187	0.187	
B15	All Others	3 (From B4-B10)		2 (From B4-B10)	1			0.208	0.208	0.208
B16	Subtotal (Add lines B12-B15)									0.208

Pound Price Postage Total (Add lines B11 and B16)

0.208

Nonadvertising Pound Prices - Alternate (Nonprofit and Classroom publications with 10% or less advertising, or other publications with 0% advertising.)

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Price		Total Postage
					Reg	Sci/Ag	
B12	DDU				\$0.116	\$0.116	
B13	DSCF				0.175	0.175	
B14	DADC				0.187	0.187	
B15	All Others				0.208	0.208	
B16	Subtotal (Add lines B12-B15)						

Part B Total - Pound Price Total (Add lines B11 and B16)

0.702

Periodicals - One Issue or One Edition - Outside-County

☐ **Part C**
Outside-County - Piece Prices

Check box at left if prices are populated in this section.

Machinable Flats

	Level	Price Level	Total Copies	Addressed Pieces	Price	Total Postage
C1	Mixed ADC	Barcoded			\$0.424	
C2		Nonbarcoded			0.457	
C3	ADC	Barcoded			0.397	
C4		Nonbarcoded			0.421	
C5	3-Digit	Barcoded			0.381	
C6		Nonbarcoded			0.404	
C7	5-Digit	Barcoded			0.291	
C8		Nonbarcoded			0.301	

Nonmachinable Flats

C9	Mixed ADC	Barcoded			\$0.594	
C10		Nonbarcoded			0.641	
C11	ADC	Barcoded			0.494	
C12		Nonbarcoded			0.520	
C13	3-Digit	Barcoded			0.430	
C14		Nonbarcoded	12		0.442	5.304
C15	5-Digit	Barcoded			0.318	
C16		Nonbarcoded	16		0.319	5.104

Parcels

C17	Mixed ADC				\$0.641	
C18	ADC				0.520	
C19	3-Digit				0.442	
C20	5-Digit				0.319	

Letters

C21	Mixed ADC	Barcoded			\$0.331	
C22		Nonbarcoded			0.457	
C23	ADC	Barcoded			0.290	
C24		Nonbarcoded			0.421	
C25	3-Digit	Barcoded			0.269	
C26		Nonbarcoded			0.404	
C27	5-Digit	Barcoded			0.205	
C28		Nonbarcoded			0.301	

Carrier Route & Firm Bundles

C29	Basic				\$0.193	
C30	High-Density				0.160	
C31	Saturation				0.139	
C32	Firm Bundle (Use "Addressed Pieces" to calculate postage)				0.189	
C33	Subtotal (Add lines C1 through C32)					10.408
C34	Nonadv. % (100 minus adv.%) <u>34.83</u> X # of Addressed Pieces (C33) X \$0.00104					1.014

C35	Subtotal Outside County Piece Prices (Line C33 minus C34)					9.394
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Full Service Intelligent Mail Option

C36	Number of pieces that comply _____ x \$0.001 =					
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Part C Total (Line C35 minus C36) 9.394

Periodicals - One Issue or One Edition - Outside-County

☐ Part D

Outside County - Bundle Prices

Check box at left if prices are populated in this section.

Container Level		Bundle Level	Bundles	Price	Total Postage
D1	Mixed ADC	Mixed ADC		\$0.081	
D2		ADC		0.213	
D3		3-Digit/SCF		0.283	
D4		5-Digit		0.292	
D5		Carrier Route			
D6		Firm		0.190	
D7	ADC	ADC		0.118	
D8		3-Digit/SCF		0.195	
D9		5-Digit		0.211	
D10		Carrier Route		0.333	
D11		Firm		0.158	
D12	SCF/ 3-Digit	3-Digit/SCF	1	0.132	0.132
D13		5-Digit	1	0.154	0.154
D14		Carrier Route		0.295	
D15		Firm		0.146	
D16	CR/ 5-Digit	5-Digit		0.149	
D17		Carrier Route		0.156	
D18		Firm		0.081	
Part D Total (Add lines D1-D18)				0.286	