MEMORANDUM

9-9-14

TO: **Judge Robert Hebert** **B15-001** #22i
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign and date the attached contract(s) approved in Commissioners Court on September 9, 2014. Thank you.**

DATE: **October 3, 2014**

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

Ingram

10/10/14 original returned to Norma at Purchasing

Fort Bend County, Texas

Bid #15-001
Purchase of High Demand Books for the Fort Bend County Library System

Due Date: August 7, 2014 at 1:30 P.M.

Submitted By:

INGRAM®
One Ingram Blvd.
La Vergne, TN 37086-1986
Federal ID # 62-1746696

INGRAM

August 5, 2014

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

Re: Invitation for Bid 15-001
Term Contract for Purchase of High Demand Books
Due: August 7, 2014 at 1:30 PM

Dear Purchasing and Library Staff:

Thank you for including Ingram Library Services Inc. in your search for a vendor to provide High Demand Books to the Fort Bend County Libraries (FBCL). We appreciate our long-standing relationship with the FBCL, and we are excited about this opportunity to present our proposal for continued partnership with your Library.

As an **Ingram Content Group** company, we offer a full range of services, content, and added-value to libraries. With our unmatched on-hand inventory of books and materials, Ingram truly offers "one-stop shopping" for our library customers. With years of experience in distributing library materials, we serve libraries like FBCL with a wide range of services that are guaranteed to enhance your collections and please both your staff and patrons. Our goal is to continue to partner with FBCL to provide materials and services that support your mission to your patrons.

During your evaluation period, we welcome the opportunity to make a presentation to the Library. In the meantime, our staff is readily available to provide any additional information needed and discuss Ingram's current and developing strategy for content and service delivery. Should you have any questions regarding Ingram's proposal, please feel free to contact Patrick McElhiney, Contract Management Specialist at (800) 937-5300, extension 35721. He may also be reached by email at ilsbids@ingramcontent.com or by fax at (615) 213-6004. Stephen Casey serves as your Senior Sales Representative and can be reached at (212) 952-6310 or by email at stephen.casey@ingramcontent.com.

Best Regards,

Pamela R. Smith

Pamela R. Smith
Vice President, Sales

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of High Demand Books for Fort Bend County Library System BID 15-001

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 7, 2014
1:30 PM (Central)

LABEL ENVELOPE:

BID 15-001
HIGH DEMAND BOOKS

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

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

Results will not be given by phone.
Results will be provided to 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:

Cheryl Krejci, CPPB
Senior Buyer
Cheryl.Krejci@fortbendcountytx.gov

Prepared: 06/12/14
Issued: 07/23/14

Vendor Information

Ingram Library Services Inc.
Legal Name of Contracting Company

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

(800) 937-5300
Telephone Number

(615) 213-5196
Facsimile Number

One Ingram Blvd.
Complete Mailing Address (for Correspondence)

La Vergne, TN 37086
City, State and Zip Code

P.O. Box 502779
Complete Remittance Address (if different from above)

St. Louis, MO 63150-2779
City, State and Zip Code

Pamela R. Smith, Vice President, Sales
Authorized Representative and Title (printed)

ilsbids@ingramcontent.com
Authorized Representative's Email Address

Pamela R. Smith
Signature of Authorized Representative

August 5, 2014
Date

Initials of Bidder: GRS

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.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Initials of Bidder: GRS

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

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

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

Initials of Bidder: GB

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

Initials of Bidder: GRS

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. 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.

Initials of Bidder: _____

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.

Initials of Bidder: GRB

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 may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

Initials of Bidder

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.

2.7 Invoices and Payments:

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

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

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

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

Initials of Bidder:____

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.

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

Initials of Bidder: JB

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.

Initials of Bidder: GB

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 trace 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 effective 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.

Initials of Bidder: _____

3.0 SCOPE:

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

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2014** through **30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

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

6.0 DELIVERY:

Shipments must be F.O.B. inside delivery to:

Fort Bend County Libraries
Acquisitions
1001 Golfview Drive
Richmond, TX 77469-5141

Initials of Bidder

7.0 REQUIRED ELEMENTS OF SERVICE:

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

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

☒ Yes ☐ No

Initials of Bidder: GRS

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

Initials of Bidder: GB

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

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

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

☐Yes ☐No

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

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

☐Yes ☐No

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

☐Yes ☐No

Can the vendor supply the library with printed notification of all cancellations with reasons for cancellations?

☐Yes ☐No

7.6 Fort Bend County Libraries intends to order high-demand authors from an Author Standing Order Plan that would include such authors as Grisham, Kellerman, Grafton, etc.

Does the vendor have an Author Standing Order Plan for high-demand authors, such as Grisham, Kellerman, Grafton, etc?

☐Yes ☐No

Initials of Bidder: CR

7.7 Vendor will not charge a restocking fee or a service fee for items that are returned unprocessed within 30 days after receipt.

Will the vendor agree to not charge a restocking fee or a service fee for items that are returned unprocessed within 30 days after receipt?

☒ Yes ☐ No

7.8 Vendor will not charge a service fee above the list (Net) price.

Will the vendor agree to no service charges above the list (Net) price?

☒ Yes ☐ No

7.9 Vendor will pay all shipping charges.

Will the vendor agree to pay all shipping charges?

☒ Yes ☐ No

8.0 DISCOUNT BID PRICE FROM LIST PRICE:

Discount bid for trade hardbacks: 47.0 %

Discount bid for trade paperbacks: 41.0 %

Discount bid for mass-market paperbacks: 41.0 %

9.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Ms. Cheryl Krejci, CPPB, Senior Buyer, Cheryl.Krejci@fortbendcountytx.gov .

10.0 REQUIRED FORMS:

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

10.1 Vendor Form

10.2 W9 Form

10.3 Tax Form/Debt/Residence Certification

Initials of Bidder: CRS

PRICING ATTACHMENT

Discounts

Ingram is pleased to present the following discount schedule to the Fort Bend County Libraries. Discounts apply to both adult and juvenile titles. Ingram discounts from the current publishers' list price of an item.

Trade Hardcover	47.0%
Trade/Quality Paperback	41.0%
Mass Market Paperback	41.0%
Library Bindings	15.5%
Prebound Books	30.0%
University Press	10.0%
Short Discount/Non-Trade	10.0%
Spoken Word Audio (Trade)	45.5%
Spoken Word Audio (Non-Trade)	20.0%
Playaways	20.0%
DVD/Blu-ray	31.5%
Music CDs	25.0%
Net Titles	0.0%

Ingram has also submitted a bid for Fort Bend County IFB #15-012, Trade Books. Should we be awarded both your High Demand and Trade Books contracts, we would be happy to extend the discounting offered in our Trade Books bid to your High Demand purchases.

ipage

Ingram will offer FBCL unlimited concurrent user access to full level ipage at no charge. If the Library wishes to view full-text reviews, there is a nominal fee of $300.00 per year for that additional service. The Library also has the option of paying in installments of $30.00 per month.

Project Management

Ingram will provide complete project management support for all aspects of the project, at no charge.

Miscellaneous Costs

Ingram does not charge fees beyond those associated with book pricing or with cataloging and processing services. We do not charge customers for setting up technical services, getting shipping records, downloading brief MARC records for ordering, accessing ipage features, or for any customized reporting services. Our collection development programs and services are free of charge.

CONTRACT SHEET
BID 15-001

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the ~~5th~~ 9th day of ~~August~~ September, 20 14, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Ingram Library Services Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

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

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

Executed at Richmond, Texas this 7th day of October 20 14.

By: Robert Hebert Comm Ct. 9-9-14
County Judge

By: Pamela R. Smith
Signature of Contractor

By: Pamela R. Smith, Vice President, Sales
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 # 12-159-9042
Type of Business	✓ Corporation/LLC ___ Sole Proprietor/Individual ___ Partnership ___ Tax Exempt Organization	
Legal Company Name	Ingram Library Services Inc.	Year Business was Established 1998
Remittance Address	P.O. Box 502779	
City/State/Zip	St. Louis, MO 63150-2779	
Physical Address	One Ingram Blvd.	
City/State/Zip	La Vergne, TN 37086	
County	___ Fort Bend County Other: Rutherford	
Phone/Fax Number	Phone: 800-937-5300	Fax: 615-213-5196
Contact Person	Patrick McElhiney, Contract Management Specialist	
E-mail	ilsbids@ingramcontent.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	___ DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___ MBE-Minority Business Enterprise	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____
Company's gross annual receipts:	___ < $500,000 ___ $500,000-$4,999,999 ___ $5,000,000-$16,999,999 ___ $17,000,000-$22,399,999 ✓ >$22,400,000	
NAICs codes (Please enter all that apply).	424920, 423990, 519120	

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

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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)
Ingram Library Services Inc.

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.)
One Ingram Blvd.

Requester's name and address (optional)

City, state, and ZIP code
La Vergne, TN 37086

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.

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

Social security number
: :

or

Employer identification number

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 ▶** Pamela R. Smith **Date ▶** August, 5, 2014

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,

Job No.:_____

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

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

Company Name submitting Bid/Proposal: Ingram Library Services Inc.

Mailing Address: One Ingram Blvd. La Vergne, TN 3706

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**
N/A	N/A

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*
*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

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

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

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

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

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

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

☒ I certify that Ingram Library Services Inc. is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is La Vergne, Tennessee.
[City and State]

1.0 General Requirements

Ingram has read and understands the General Requirements. We would like to elaborate upon the following specific items:

1.13 Fiscal Funding

The Library may cancel their account at the end of the fiscal year if it is determined that funding is not available to extend the contract. However, the Library is responsible for canceling any open items, and is responsible for any items ordered until written request for cancellation is processed.

1.20 Evaluation

Ingram understands the factors to be considered in awarding the bid. Throughout our proposal we have outlined the services we offer that will best meet the needs of the Library. We are happy to provide any further information that may assist you in your evaluation process.

1.29 Title Transfer

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

1.30 Purchase Order and Delivery

As Ingram accepts orders via phone and fax, we will accept orders without a written Purchase Order. If an official purchase order number is required, the ordering agency should provide this number to Ingram's order entry personnel when phoning orders, and include the purchase order number when faxing, mailing, or submitting electronic orders. We request that each ordering agency inform their staff members of the importance of always using an official purchase order number when placing an order. Ingram will reference this purchase order number on packing slips and invoices when provided by the ordering library.

In-stock, non-processed and non-cataloged book orders are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. In-stock processed books not requiring customized cataloging will ship within 48 hours of receipt of order.

Inside Delivery

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

1.32 Termination
In the event of contract cancellation, any items invoiced by Ingram are due and payable upon termination.

1.33 Recycled Materials
Ingram is a distributor and not a manufacturer or publisher, therefore we do not control the material makeup of the products we distribute. We do attempt to use recycled products as much as possible in our day-to-day operations. The shipping cartons Ingram uses have the highest recycled content allowed to maintain burst strength.

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

2.0 Terms and Conditions

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

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

2.2 Shipment Under Reservation Prohibited,
2.3 Title and Risk of Loss, and
2.4 Delivery Terms
Please see Section 6.0, Delivery for Ingram's delivery terms for this contract. Deliveries will be made FOB Destination. Ingram defines FOB Destination as Ingram being responsible for the products until they are actually delivered to the Library. Once the items have been delivered, liability lies with the receiving agency.

2.5 No Replacement of Defective Tender
Ingram's delivery terms and returns policies for defective or damaged goods are outlined in our proposal.

2.6 Place of Delivery
The shipping location is part of the Library's account profile. Ingram can provide multiple shipping accounts, as necessary.

2.7 Invoices and Payments

Details on Ingram's invoicing policies are provided in Section 7.4.

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

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

2.8 Gratuities

Ingram agrees to this specification.

2.9 Special Tools and Test Equipment

No special tools or special test equipment will be required for the purpose of filling this order. Any equipment required by the Library to order through a library acquisition interface is the responsibility of the Library. ipage® is offered free of charge to Ingram customers.

2.10 Warranty/Price

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

2.11 Warranty Product,
2.12 Safety Warranty, and
2.13 No Warranty By Fort Bend County Against Infringements

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

2.14 Right of Inspection

Damaged or defective goods may be returned according to our Returns Policy outlined in Section 7.7.

2.15 Cancellation

Ingram would ask that the Library exercise due diligence in reporting any contract problems immediately to allow for verification and resolution before declaring a breach of contract.

2.16 Termination

Ingram understands per Section 4.0, Period of Contract, that this contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate. In the event of contract cancellation for any reason, all items invoiced to the Library are due and payable.

2.17 Force Majeure

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

2.18 Assignment Delegation
2.19 Waiver
2.20 Modification

Ingram agrees to the conditions of these sections.

2.21 Parol Evidence

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

2.22 Applicable Law
2.23 Advertising
2.24 Right To Assurance
2.25 Venue
2.26 Prohibition Against Personal Interest In Contracts

Ingram agrees to the conditions of these sections.

3.0 Scope

Ingram understands the intent of the County is to contract with one vendor to provide high demand books to Fort Bend County Libraries. Our bid pricing is based on sole awarded vendor status to Ingram.

We appreciate our long-standing partnership with Fort Bend County Libraries, providing High Demand materials to the Libraries since 1996.

4.0 Period of Contract

Ingram understands the contract period is October 1, 2014 through September 30, 2015, with four (4) optional one-year renewals under the same terms and conditions. We ask that the request to renew be submitted in writing a minimum of 90 days before the initial contract year is due to expire, to avoid any possible disruption in service. Ingram's discounts will remain firm for the term of the contract. Prices of individual library materials are set by the publisher/manufacturer, and not by Ingram as distributor. Therefore, Ingram cannot guarantee that the retail/list price of an item will not change.

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

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

5.0 Bid Form Completion

Ingram has completed the bid form, as required.

6.0 Delivery

Delivery will continue to be made to Fort Bend County Libraries Acquisitions at 1001 Golfview Drive, Richmond, TX 77469-5141. Our proposal is based on delivery to this central location.

Orders will ship FOB Destination with Ingram-paid freight from your Ingram-designated primary and secondary distribution centers. Designation is subject to change by Ingram to provide the best service for your Library. No handling fees or other charges are added. Ingram normally ships items via UPS ground transportation, Ingram delivery, or common carrier.

7.0 Required Elements of the Service

7.1

ipage is Ingram's web-based title selection, ordering, and account management tool. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-to-use ordering capabilities and other features at no cost.

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

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

- Simple search by Title, ISBN, Author, Keyword, Series, Dewey®, and more
- Ingram stock information and real-time stock check
- Title descriptions
- Physical Information, LC Subjects, LCCN, Dewey
- Ability to create, edit, download, and/or order lists by clicking titles within ipage, importing a document to ipage, or pasting EANs into ipage.
- Sort by Author, Title, Binding, Dewey, ISBN, Price, Pub Date, Publisher, Standard Retail Price, Ingram Demand, and more
- List sharing options
- Download brief MARC records
- Ordering and order status information
- Account management and reports
- ipage selection lists created by Ingram staff librarians

- Current publicity information
- Online catalogs
- Annotations and citations
- Cover images for selected titles
- Power search
- Boolean search
- Access to all titles in our Extended database
- Additional publicity information
- Excerpts for selected titles
- Review Citations
- Full text reviews for selected journals (nominal annual subscription fee required)

ipage is customer-driven, and **allows users to individually customize their ipage experience**. Users have even better tools to assist in prioritizing the critical information they need to search, order, and deliver more content to more consumers and patrons. ipage focuses on personalization and intuitive functionality. Customizable widgets allow users to design their own homepage with the tools they use most. Users can easily track bestsellers, access online catalogs, view custom lists, and bookmark favorite destinations in and outside of ipage.

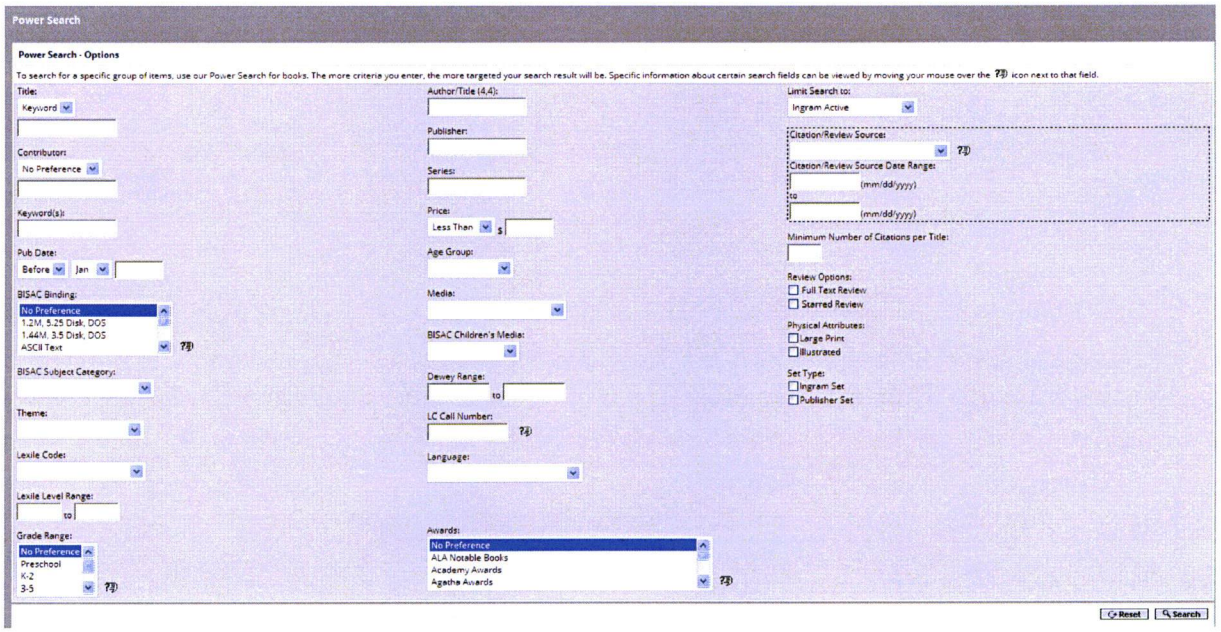
Benefits of ipage home page include:

- A simplified menu structure that allows our customers to find what they are looking for faster
- Roll-over drop-down menu options for each functional area of ipage that enable users to get to content with less effort
- More suggestions from Ingram product experts in our Ingram Lists & Picks area on the Browse menu
- More ability to customize the homepage, including the ability to remove widgets and the ability to choose a background theme
- Enhanced Simple Search options, including the ability to search across multiple product types

ipage Searching

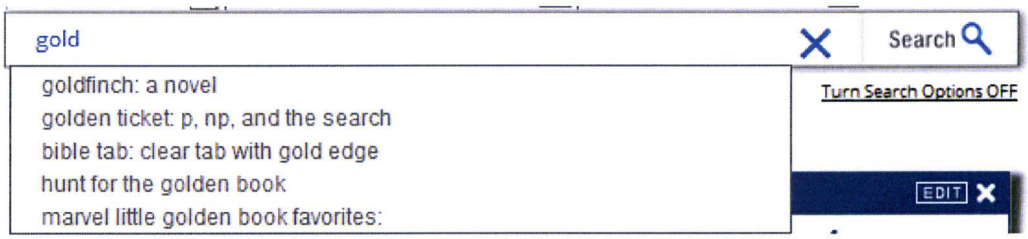
ipage users do a fast and quick search for items using Simple Search. Simple Search is displayed at the top of every page within ipage.

Power Search allows ipage users to focus their search to a narrower list of titles by using some of or all of a specific set of search criteria. This feature is invaluable when searching for a specific title and the user has only limited information about the title.



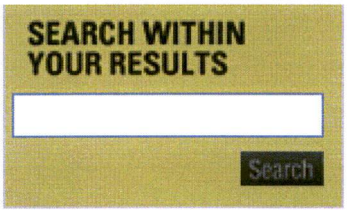
Predictive Searching

Predictive search functionality is available on ipage, allowing for more accurate and efficient searches across our entire database. This technology uses our top-demanded product data to offer suggested completions of the search term you are typing in the search bar.



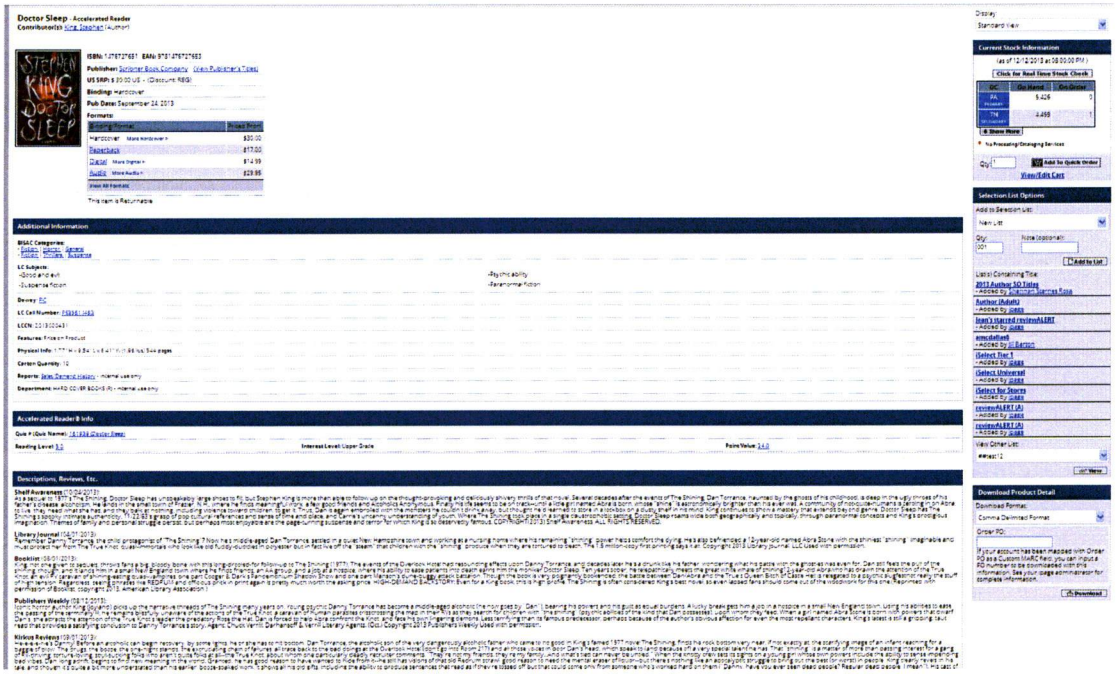
Search within Results

To the left of your results, you will see a box for searching within your results. Enter your search words and click the Search button. You can further refine your results as needed, using the dimensions and search feature located on the left.



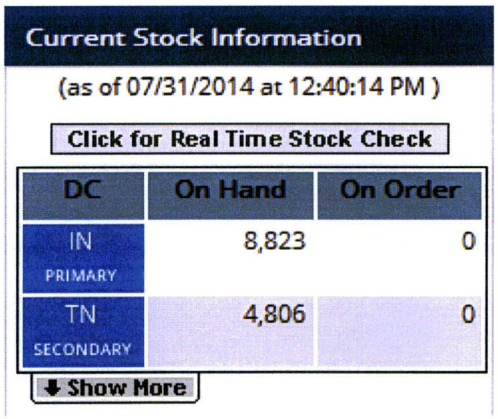
Title Details

A Title Detail page may include: title, contributor (author, illustrator, editor, etc.), ISBN/EAN, publisher, suggested retail price, binding, pub date, status, publisher marketing, annotation, BISAC categories, LC subjects, themes, OCLC number, Dewey, LC subjects, series, features, initial print run, physical info, content quantity, description, review citations, and full text reviews.



Real Time Stock Checking

ipage provides a real-time stock check of Ingram inventory on the Title Detail screen. Your primary and secondary distribution centers are shaded in gray.



Reviews

ipage includes review citations and full text reviews from:

- *Booklist*
- *The Bulletin of the Center for Children's Books*
- *Criticas*
- *Foreword Magazine*
- *Hornbook Guide*
- *Hornbook Magazine*
- *Kirkus*
- *Library Journal*
- *Publishers Weekly*
- *School Library Journal*
- *VOYA*

Descriptions, Reviews, Etc.

Publishers Weekly (04/28/2014):
Bestseller Cussler's electrifying 12th NUMA Files adventure (after 2013's "Zero Hour" also coauthored by Brown) takes Kurt Austin, director of special projects at the National Underwater Marine Agency, across the globe in search of Sienna Westgate, the long-lost love of his life, and the world's preeminent expert in cybersecurity. Pronounced dead after he family's yacht sunk in the Indian Ocean, a revived Sienna may have surfaced in the shadows of the Iranian black market. Notorious smuggler Rene Acosta is eager to trade her talents to any number of foreign governments for a huge sum, but the nefarious Brevard clan is also vying for control over the brilliant Sienna. Trusty colleague Joe Zavala and Dirk Pitt, NUMA's director, provide assistance as Kurt uses a range of advanced technology in the hunt for the woman whose disappearance haunts him day and night. Cussler delivers all the usual twists and turns on the way to the explosive climax. Agent: Peter Lampack, Peter Lampack Agency. (May 27) Copyright 2014 Publishers Weekly Used with permission.

Kirkus Reviews (05/15/2014):
Kurt Austin and his National Underwater Marine Agency team save the world yet again, this time from a criminal family that's been hijacking the innocent and taking hostages for fou generations.Commandeered off the coast of South Africa by Gavin Brevard and a gang of criminals who'd booked passage with counterfeit currency, the SS Waratah vanished without trace in 1909. A century later, the Brevard family is still at it. Brothers Sebastian, Egan and Laurent, along with their kid sister, Calista, have kidnapped Sienna Westgate and her two children and intend to sell her services to the highest bidder-assuming they can recover her from Rene Acosta, their double-crossing former client. The Brevards' racket is much more high-end than sexual slavery, for Sienna, architect of the legendary Phalanx security software, is one of the most sought-after computer experts in the world. Nothing could stop their nefarious scheme save for the fact that Sienna is the one-time fiancee of Kurt Austin, who lost her to Internet billionaire Brian Westgate. Sienna and her kids were supposedly lost at sea when Westgate's yacht, Ethernet, sank, but mounting evidence shows that she's no more dead than the SS Waratah, which never sank at all. Kurt's initial encounter with fire-breathing Calista Brevard as they battle over Sienna, who's being held on Acosta's yacht, ends inconclusively. So Acosta packs Sienna off to Korean street criminal-turned-industrialist Than Rang, head of the DaeShan Group, and the action-there's plenty of action-shifts from the African coast to the Korean peninsula, where Kurt, his buddy Joe Zavala and their NUMA stalwarts dodge everything the Brevards can throw at them as they struggle to free Sienna before the world's computer systems all go kablooey.Once more, Cussler and Brown (Zero Hour, 2013, etc.) paint with such broad strokes that Kurt's adventures aren't so much written as whitewashed. COPYRIGHT(2014) Kirkus Reviews, ALL RIGHTS RESERVED.

Biographical Note:
Clive Cussler is the author of dozens of "New York Times" bestsellers, most recently "The Mayan Secrets," " Mirage," and "The Bootlegger." He lives in Arizona and Colorado.
Graham Brown is the author of "Black Rain "and "Black Sun," and the coauthor, with Cussler, of "Devil's Gate," " The Storm," and "Zero Hour." A pilot and an attorney, he lives in Arizona

Review Quotes:
Praise for the NUMA Files novels of Clive Cussler and Graham Brown

""Devil's Gate" is a breathtakingly suspenseful, wildly inventive, enjoyable thriller. Hard-core fans will snap it up." "-Library Journal"

"Cussler and Brown deliver nonstop action in "Zero Hour". The most exciting NUMA Files novel in the series!" -Associated Press

Review Quotes:
Praise for "Ghost Ship"

"Electrifying...Cussler delivers all the usual twists and turns on the way to an explosive climax."--"Publishers Weekly"

Praise for the NUMA Files novels of Clive Cussler and Graham Brown

""Devil's Gate" is a breathtakingly suspenseful, wildly inventive, enjoyable thriller. Hard-core fans will snap it up." "-Library Journal"

"Cussler and Brown deliver nonstop action in "Zero Hour". The most exciting NUMA Files novel in the series!" -Associated Press

Review Citations:
- *Library Journal Prepub Alert* 12/01/2013 pg. 66 (EAN 9780399167317, Hardcover)
- *Publishers Weekly* 04/28/2014 (EAN 9780399167317, Hardcover)
- *Kirkus Reviews* 05/15/2014 (EAN 9780399167317, Hardcover)

Contributor Bio: Cussler, Clive
Clive Cussler is the author of numerous New York Times bestsellers. He splits his time between Telluride, Colorado and Paradise Valley, Arizona.

Contributor Bio: Brown, Graham
Graham Brown is the author of Black Rain, Black Sun and The Eden Prophecy. Since 2010 he's been lucky enough to work with Clive Cussler on the NUMA FILES: Devil's Gate, The Storm and Zero Hour were all NYT bestsellers. His latest project is a supernatural thriller entitled Shadows of the Midnight Sun, co-written with Spencer J. Andrews. Spencer J. Andrews is a screenwriter and independent filmmaker. Shadows of the Midnight Sun is his first novel. And the first in the Shadows Trilogy. -

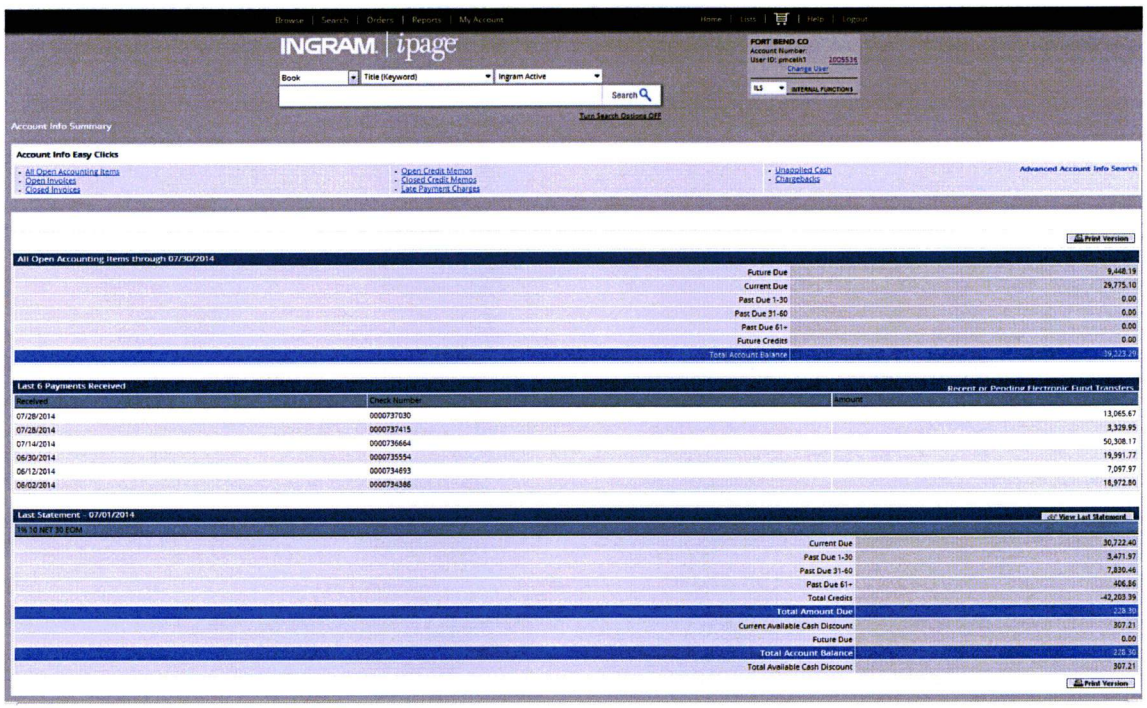
Full text reviews are available with a nominal annual subscription fee.

7.2

ipage's account management features allow the Library to manage and monitor your accounts from a complete perspective. ipage has many account management tools. Through ipage, you can:

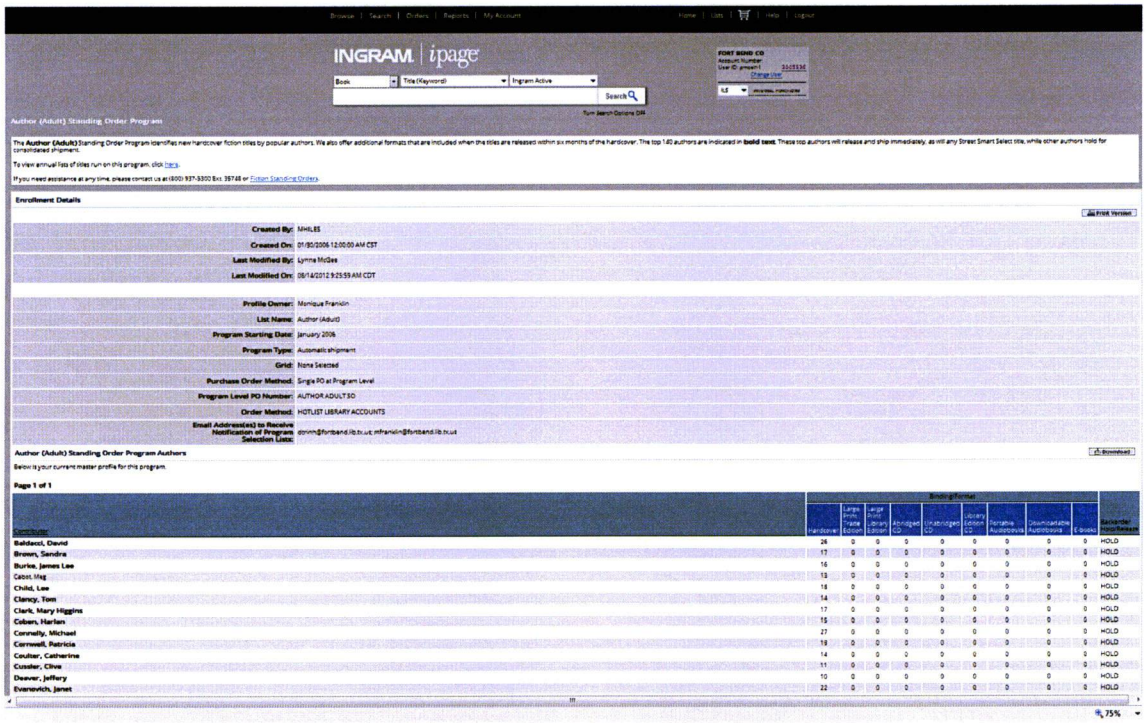
- Review your current account information, such as standard backorder instructions, primary distribution center, and more.
- Keep your contacts up-to-date with Ingram and make sure the right people receive the information they need to help you manage your account.
- Review your average discount.

Under Account Info Summary, the Library can also view all open items, reference credit memos and open invoices, look at their last statement, and view the last six payments received by Ingram. All of this information will be available to the Library 24 hours a day, 7 days a week, making it even more convenient to use Ingram as your vendor.



Collection Development reports

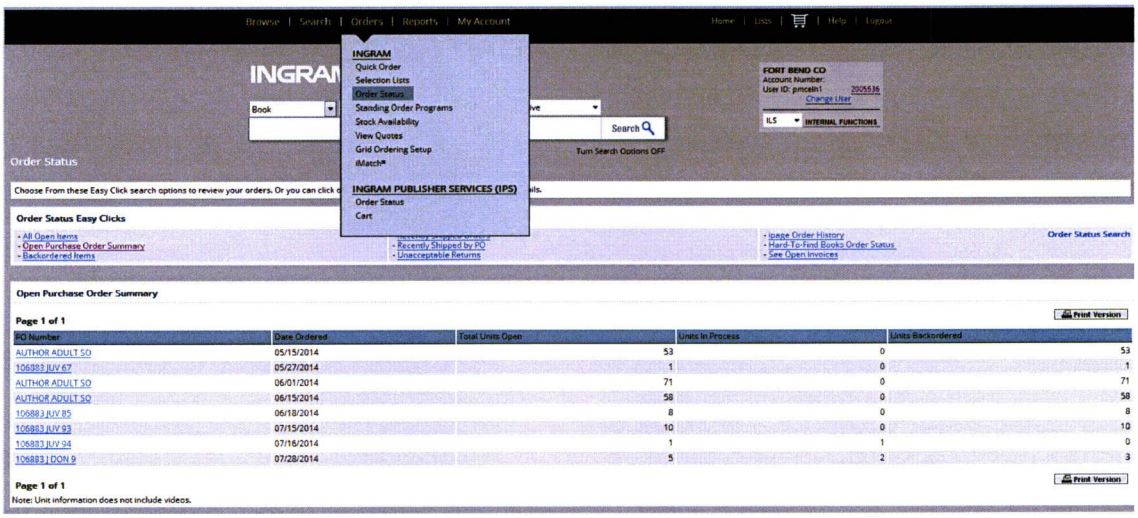
Libraries can view master profile reports of ongoing standing orders on ipage. The reports contain item information including title, author, publisher, quantity, PO number, etc. Some reports also have program-specific information like frequency, cycle, and series title. Note: These reports are only available to those accounts that subscribe to the corresponding standing order programs and to those users who have been given access to reports by their ipage administrators.



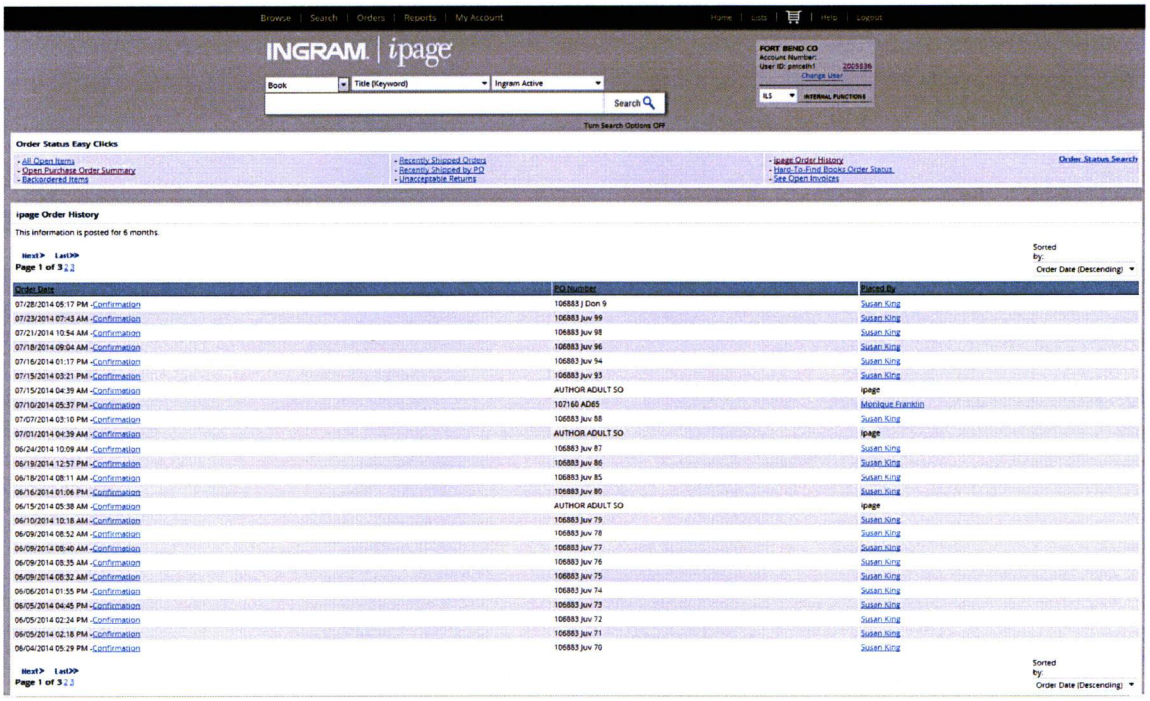
Acquisitions status

Under the Order tab, simply click Acquisitions Status for a listing of Order Easy Clicks, including:

- All Open Items
- Open Purchase Order Summary, which includes the PO number, date ordered, total units open, units in process, and units backordered
- Backordered Items, which includes date ordered, product code, product name, format, PO number, quantity, and warehouse
- Recently Shipped Orders, which includes date shipped, order entry number, number of cartons, and shipping tracking number
- ipage order history, which shows order date and time, PO number, and who the order was placed by. It also provides a link to an Order Confirmation which gives a detailed summary of the order, including title, author, ISBN, whether the item is shipped or backordered, and retail price



ipage Order History is posted for 6 months, and can be sorted by order date, PO number, or "placed by."



Delivery and Fulfillment

After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by you. Your current accounts are profiled for 60 and 90 day backorder periods.

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

Initial fill rates are usually 85-90%. **FBCL's fill rate for 2013 was 94.3%, and your year-to-date fill rate is 93.1% on nearly 49,000 units.**

7.3

Ingram leads the industry in maintaining the largest on-hand inventory of over **13,300,000 unique titles**, representing over **65,000 publishers and imprints**. Nearly **500,000 children's titles** are included in this total. Our unmatched nationwide inventory of over **20,000,000** books ensures the highest fill rates in the industry.

Our on-hand inventory represents the largest range of publishers in the wholesale distribution business today including all binding types and formats as well as university press, small press and specialty publishing houses. Ingram stocks not only new best sellers, but also a deep inventory of midlist and backlist titles. Ingram can provide adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including trade hardcover, trade paper, mass market paper, large print, short discount and small press, university press, single library editions, publisher's library editions, graphic novels, board books, easy readers, picture books, prebound books, and big books.

Packing Slip

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

Ingram's Packing Slip contains the following information:

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

7.4

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

7.5

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

Status Reports

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

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

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

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

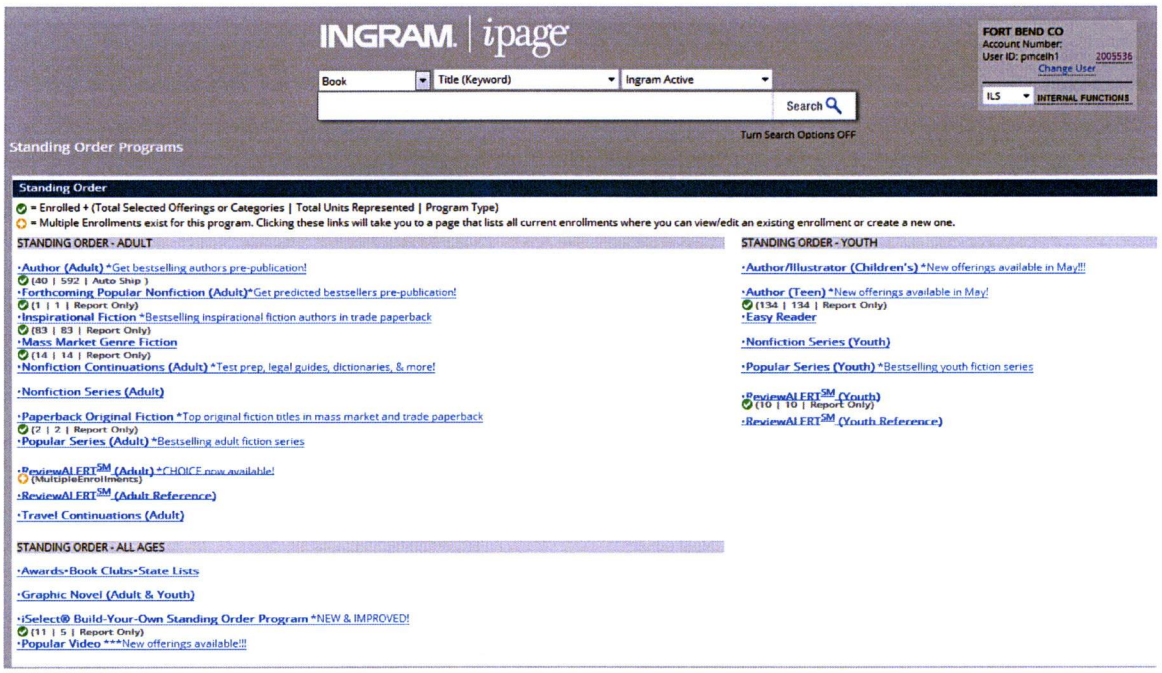
7.6

Ingram Library Services can help ease the burden of keeping up with popular titles and series. With our Standing Order Programs, you are assured to have high demand materials on your shelves before patrons come looking for them. With a variety of standing order programs from which to choose, you can tailor your program to meet the needs of your library and the interests of your patrons. Our Standing Order Programs are offered at <u>no additional charge</u>.

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

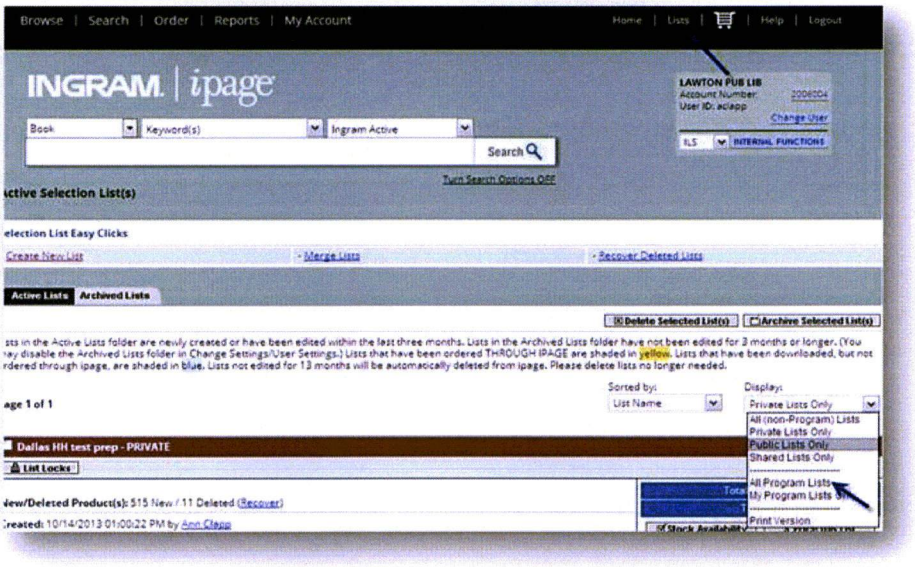
Have it your way–our programs are designed to provide the ultimate flexibility, with the option of enrolling as "Report Only" or "Auto-Ship" through ipage®, our online account management tool that allows you complete access to your program enrollment at your convenience.

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



Ingram's MLS-degreed librarians and product specialists select titles that match each program, and the computerized system creates a Program List based on each profile (generally 2 to 3 months before publication date).

The Program lists will appear in ipage under *Lists/All Program Lists* each month, and the library receives email notification that a list has been created.



Ingram Adult Author Standing Order Program

With Ingram's Adult Author Standing Order program, you and your staff can always be assured of receiving the latest titles by the most popular authors in a timely manner. This program identifies new titles by the most popular authors months before release. You will receive a monthly Selection List in ipage with upcoming titles from the authors that you have selected. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired. The top authors, in terms of participation by libraries, have been identified on the enrollment form in boldface type. Updates to the Program are announced on ipage.

Additional formats are also available, including large print and audio editions when they are released within three months of the regular hardcover. Audio formats include abridged CD, unabridged CD, Portable Audiobook (Playaway), or Library Edition (when available).

Ingram Children's Author/Illustrator Standing Order Program

We are delighted to offer a standing order program featuring popular authors and/or illustrators of books for ages 0-12. When you sign up for this program, the newest titles by writers and/or illustrators as diverse as Christopher Paolini, Mo Willems, and Laura Numeroff will be included on a Selection List within ipage several months before they are published. We know you'll find this program helpful in delivering the best authors' and illustrators' latest works to your young patrons. The bindings available are Trade Hardcover, Library Binding, Library Edition CD, Portable Audiobook (Playaway), and Unabridged CD. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Teen Author Standing Order Program

In response to our customer's requests, we offer a standing order program featuring popular authors of books for ages 13-17. When you sign up for this program, the newest YA titles by your selected writers will be included on a Selection List within ipage several months before they are published. We know you'll find this program helpful in delivering the best authors' latest works to your teen patrons. The bindings available are Trade Hardcover, Library Binding, Library Edition CD, Portable Audiobook (Playaway), and Unabridged CD. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

7.7

Any single copy of a non-processed/non-cataloged book ordered in good faith that is found to be damaged or unsuitable, whether it is due to Ingram's error or the purchaser's error, may be returned under the following Hassle Free Return Policy. Ingram does not charge a re-stocking or service fee for returned items.

HASSLE-FREE Book Returns Policy - Ingram recognizes that libraries occasionally need to return books. Expeditious handling and returning of books that are damaged, defective, or shipped in error by Ingram can be assured by using a Hassle Free form. These forms are provided on the back of each packing list page. Ingram's standard return policy is that discrepancy reports or returns should be postmarked no later than 60 days after invoice date, but for Fort Bend we will extend that policy to 120 days. Detailed instructions for returns are included on each packing list with a handy cut-out shipping label.

This policy does not apply to items designated as non-returnable. Ingram will pay return charges only on damaged/defective books or books shipped in error by Ingram. Ingram is not responsible for shipping and carrying charges on books returned for any other reason.

A book with a publisher's defect may be returned for up to one year from receipt. Defects include pages missing, contents out of sequence, book bound upside down, contents different than cover/title, ink or printing issues, crooked pages, and blank pages.

A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited. Credits will be reflected on the monthly statement with reference to the purchase order number. The credit memo includes title information, including list price, discount, and extended price, and number of copies returned.

Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram.

FBCL Hassle Free Returns for 2013 was only 0.24%.

As an alternate to a credit, customers may call our Customer Care Department for a No Charge Replacement for any item that is damaged, defective, or shipped in error. The Customer Care Representative will either mail or fax a No Charge Replacement Authorization form to your library. The customer must mail this form along with the returned item and the original packing slip for a replacement copy. Ingram agrees that if no replacement copy is available, the Library will be credited.

Returns Reporting

ipage features the following returns reporting options. You can:

- Report overstocks or shortages.
- Determine the date your return was received.
- See whether a return is still in process.
- View credit memo information.

Returns Status Results

Product Sales		Total Overstock Returns (13 month)	Current Return Percentage as of 04/22/2010
MTD	Last 12 Months		
14,145.06	193,421.12	0.00	0.00

Returns Status For Items at Ingram

Ingram Ref.No	Date Received	Customer Ref. No	Cartons Received	Return Type	Status	Credit Memo No.	Date Credited	Units Credited	Amount Credited
03854237	04/08/2010	04/08/10	1	HASSLEFREE	In Process			0	0.00
00906269	04/02/2010	50465959	0	HASSLEFREE	Credited	50639457 50639457	04/02/2010	1	21.89

7.8

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

7.9

Orders will ship with Ingram-paid freight. Please see Requirement 6.0, Delivery for complete shipping information.

8.0 Discount Bid Price From List Price

As a member of the State of Texas Co-Op Purchasing Program, Fort Bend County (Agency #C0790) is eligible to purchase books under the statewide contract. The new bid for this contract is currently under evaluation. Our proposal includes the terms and discounts Ingram will offer under the new contract in their entirety. Please see the Pricing Attachment included with our proposal for this complete discount schedule.

Ingram has also submitted a bid for Fort Bend County IFB #15-012, Trade Books. Should we be awarded both your High Demand and Trade Books contracts, we would be happy to extend the discounting offered in our Trade Books bid to your High Demand purchases.

9.0 Fort Bend County Representative

Ingram understands. For questions regarding Ingram's proposal, please feel free to contact Patrick McElhiney, Contract Management Specialist at (800) 937-5300, extension 35721, by email at ilsbids@ingramcontent.com, or by fax at (615) 213-5196.

10.0 Required Forms

Ingram has provided all required forms with our response.

ADDITIONAL INFORMATION

Contact List

Stephen Casey serves as Senior Sales Manager for Ingram Library Services for the State of Texas. Stephen will serve as the single source contact for all services Ingram provides. With over 20 years experience serving libraries, Stephen will continue provide an on-site relationship to monitor progress and trouble-shoot potential issues, making selection, ordering, and receiving materials smooth and simple. **Kim Collins** will serve as the Inside Sales Representative for the Library, providing an additional level of sales support.

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

- Stephen Casey, Senior Sales Representative ..... Ext. 37473
  Email: stephen.casey@ingramcontent.com
  Cell: 214-952-6310
- Kim Collins, Inside Sales Representative..... Ext. 35772
  Email: kim.collins@ingramcontent.com
- Customer Care ..... Press Option 1, then 1
  Email: ILSCustomer.service@ingrambook.com
  To discuss concerns or issues regarding your account
- To Place an Order..... Press Option 1, then 2
- Account Services ..... Press Option 1, then 3
  Email: customer.requirements@ingrambook.com
  To Set Up / Update an Account or for Information on Programs and Services
- To Check Stock Status ..... Press Option 1, then 4
- Toll-Free FAX Ordering 800-677-5116
- Credit Department..... 800-937-8100
- Technical Support 800-937-7978

Company History

Ingram Content Group Inc. is part of the long tradition of successful companies built by the Ingram family of Nashville, Tennessee. Dedicated to helping content reach its destination by providing a broad range of physical and digital services to the book industry, Ingram has been a partner to librarians, educators, publishers, and booksellers, for more than four decades.

As a leader in distribution, print-on-demand and digital solutions, Ingram provides librarians with immediate access to the largest selection of trade books, e-books, spoken word audio, DVD/Blu-ray, music CD and other book-related products in the industry. Publishers rely on Ingram as a key provider of demand-driven printing, digital, and marketing solutions. We provide secure, cutting-edge answers to the questions our publisher partners have about the changing opportunities in the book industry. No other single source has the comparable experience, expertise, and connectivity in bringing supply chain management, archive, and print and digital solutions to the market.

Ingram's operating units are Ingram Book Company, Lightning Source Inc., Vital Source Technologies, Inc., Ingram Periodicals Inc., Ingram International Inc., Ingram Library Services Inc., Spring Arbor Distributors Inc., Ingram Publisher Services Inc., Tennessee Book Company LLC, Coutts Information Services, and ICG Ventures Inc.

Ingram is a privately held, family-owned corporation operating under the same ownership since our inception. The Ingram family is actively involved in the day-to-day operations of our company and has a vested interest in our customers' satisfaction. A tremendous advantage of being a family-owned company is the history and stability of ownership backing our long-term plans to remain the number one book vendor and service provider in the library market. Our primary mission is to serve our customers with world class services and timely delivery of our customers' orders. This enables your libraries to fulfill their mission to their patrons – by circulating as quickly as possible the titles they are looking for and need for their enrichment and reading or listening pleasures.

Ingram Library Services Inc.

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

Ingram Library Services Inc. is headquartered in La Vergne, Tennessee, where our Inside Sales, Customer Care, Collection Development, Custom Cataloging and Processing, and Executive and Sales staffs are located.

As an Ingram Content Group company, Ingram Library Services enjoys the benefit of being part of largest wholesale distributor of book-related product in the world, including physical book distribution, print on demand, and digital solutions. As such, we have established publisher relationships, inventory, and infrastructure in place to provide our customers with an unparalleled speed of delivery.

Due to our extensive physical and digital infrastructures, Ingram is the supplier best able to develop and implement leading-edge and cost-saving services for libraries. It is also best placed to innovate in the future. As an Ingram Content Group company , we have brought new services, content, and added-value to libraries. The Ingram Content companies offer a broad range of physical and digital services to the book industry and provide immediate access to the largest selection of books and book-related products in the North America. The financial, professional and technological resources we are able to draw on, position us at the forefront of industry developments. Ingram is in a strong position both financially and structurally to serve the needs of FBCL.

Distribution Centers

Ingram operates four regional distribution centers, totaling more than 1.7 million square feet and employing nearly 3,000 associates. We ship over 146,000,000 units across the nation annually.

Definitions of Binding Types and Presses

Discounts are applied to the publisher's current list price at the time of shipment and publisher's list price is subject to change without notice. Prior to placing an order, the Library can determine a title's estimated discount by utilizing the "Price this List" feature on ipage, or use the ipage Quotation service.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. *

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books are identified as Library Bindings on ipage.

Prebound Books: Paperback books bound into a hardback edition. Our inventory also includes over 14,000 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage as Prebound-Sewn or Prebound-Glued

Short Discount: Lower demand, small print-run books in various bindings, and includes technical, reference, scientific, and legal titles as defined by Ingram subject categories. Titles may be published by small or university presses. Also included are titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

University Press: The binding types may vary for these titles (i.e. Hardcover and/or Paperback), but all are published by a University Press.

Picture Books, Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Large Print: Ingram does not recognize the large print title as a separate binding type for discount purposes. Large print titles will receive discounts according to the binding/press assigned to the ISBN ordered as outlined above.

Spanish Language Materials: Ingram does not recognize Spanish language (or any foreign languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

Net: Low demand, small print run books in various binds upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with **no service charges**.

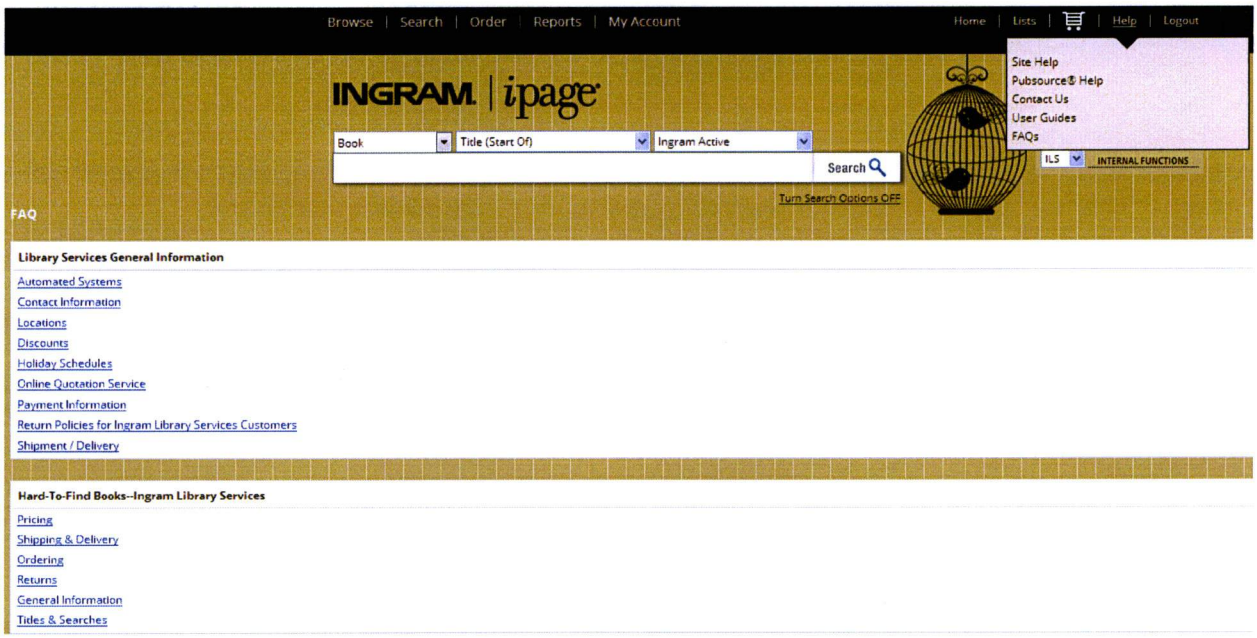
**See Short Discount for explanation on titles that may fall outside of this discount category.*

Training

Your Ingram Senior Sales Representative, Stephen Casey, will be happy to provide training on ipage to Library staff, with special focus given to the recent updates and upgrades. Stephen can train the library staff on how to build lists and submit orders through ipage, along with using ipage account management and reporting tools. We will set up a training meeting to be held once or twice a year as necessary. These training sessions will be held at a central location for FBCL staff or be held via WebEx, and are offered **free of charge**.

It has been our experience that limiting these training sessions to 30–35 staff members allows for the best exchange of information. Please note that FBCL must provide the computers and high speed internet connection if the training is to be hands-on training for the staff members.

ipage offers a downloadable and printable User Guide. Site Help provides a step by step guide to working with ipage features and account management tools, including the newest available features. Site Help, available along with a Frequently Asked Questions feature, is available at your convenience 24 hours a day, seven days a week. Upcoming WebEx training courses will include general training for new users and we will also offer customized training for specific needs.



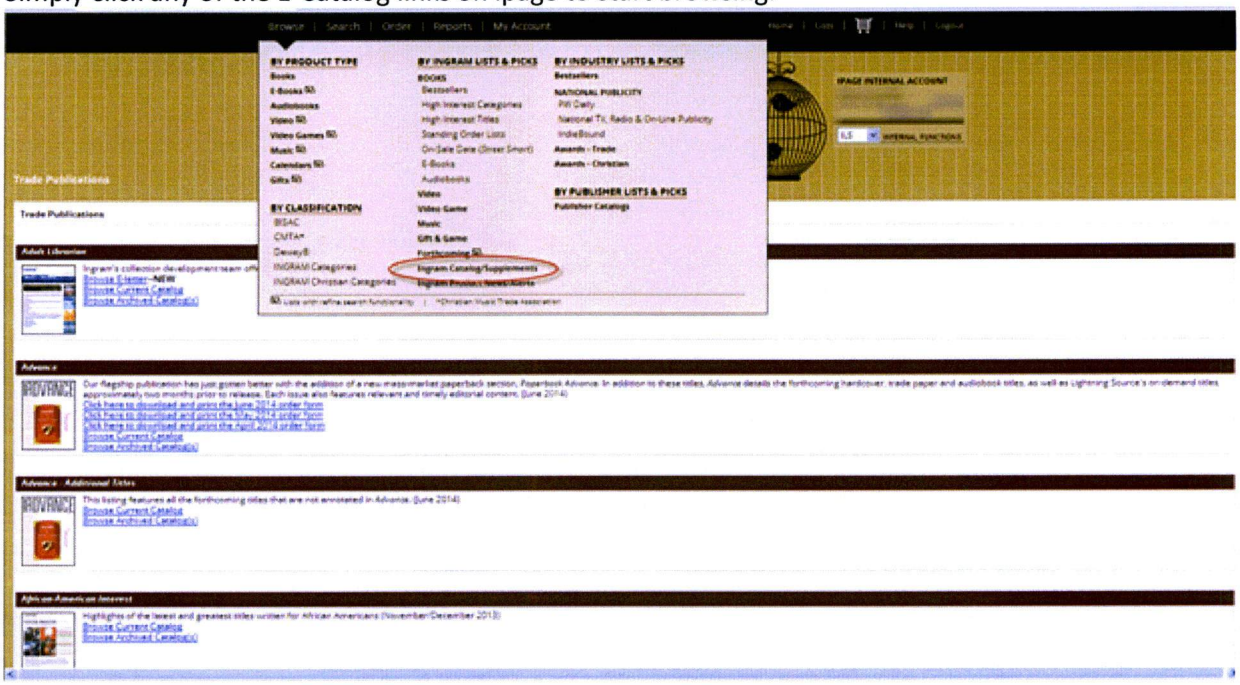
Wednesdays with Ingram Webinar Series

Maximize your ipage experience by attending our Wednesdays with Ingram webinar series. Every Wednesday from 1:00 p.m. – 2:00 p.m. CST, join Lisa Johnson or one of her team members as they host ipage tutorial webinars. From basic functionality to high-level navigation, Lisa, a 20-year veteran of Ingram, will equip you with the knowledge you need to make ipage work harder for you.

Catalogs

Ingram's comprehensive family of trade catalogs showcases forthcoming and recently published titles in an attractive and easy-to-follow layout. Our catalogs also feature relevant and timely editorial content including author interviews, merchandising tips, and product news to help librarians stay abreast of trends in the book world. For those who like to shop from their computer, online access to catalog content is available to all ipage subscribers. E-Catalogs transform existing print publications into enhanced web versions with multiple browsing options and interactive features including keyword search, zoom and magnifier functions, sticky notes, e-mail options, and easy ordering.

Simply click any of the E-Catalog links on ipage to start browsing.



E-Communications

Ingram Library Services Inc. offers a host of free electronic newsletters designed to inform, entertain, and offer ideas and resources for collection development. Examples of these newsletters are *Adult Librarian News & Reviews, News and Reviews for the Youth Librarian,* and our *Collection Development* newsletter including important information on Ingram's Standing Order programs.

News and Reviews for the Youth Librarian

News and Reviews for the Youth Librarian features reviews of recent and forthcoming titles, along with business information pertinent to the juvenile library market.

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News and Reviews for the Youth Librarian

June 2014

With the official arrival of summer on Saturday, June 21st, not only will it be the longest day of the year, but rising temperatures and lazy, hazy days will follow. It's a perfect time for curling up in a porch swing, lawn chair, or on a beach blanket with a good read. Find out what your young patrons are sure to be asking for in this month's issue of *News and Reviews for the Youth Librarian*.

New from Disney Press

Youth HITS
This month, Youth HITS showcases recommendations for Picture Books & Easy Readers, Nonfiction, Fiction, and Graphic Novels sure to be of interest to patrons.
Read More

Book Reviews
Ingram's Collection Development specialists offer their thoughts on upcoming releases for fans of picture books, graphic novels, and YA lit.
Read More

Media Recommendations
New on DVD this month: *12 O'Clock Boys*, a gritty documentary about a notorious dirt-bike gang in Baltimore, is among the Young Adult releases. Juvenile Video releases include the animated *Geronimo Stilton: Going Down to Chinatown*. And *Transformers: Rise of the Dark Spark* is one of this month's highly anticipated Video Games.

Forthcoming Audiobooks
July 2014 CD Youth
July 2014 MP3 Youth

American Girl
Smart advice for smart girls!

Coming Soon from Rosen Publishing

BOOK 7 in the New York Times -Bestselling Dork Diaries Series!

Summer Reads for Middle-Graders

Collection Development

Collection Development includes important information on Ingram's Standing Order Programs. This newsletter advises of title changes and revised publication schedules, as well as cessations and other pertinent factors needed to manage your profile.

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ingramcontent.com

Collection Development

May 2014

Save time with Ingram's Auto-ship option for standing order programs!

- A Program List is automatically created within iPage® based on your standing order program enrollments.
- You have a full two weeks to edit quantities, move, or delete titles.
- After two weeks, the list automatically orders to secure your pre-ordered copy.

No more worrying about whether or not you have remembered to order your standing order program titles.

Still plenty of time to edit lists.

Program enrollments that you never need to edit can be left to automatically order on their own.

*EDI customers cannot enroll in Auto-ship for titles that they wish to order via EDI. Popular Video (Adult & Youth) customers should order their lists immediately rather than waiting for automatic ordering to ensure receipt by Street Date.

Fostering an Appreciation of History

Inside this issue:

Adult Standing Order Programs

Ingram has standing order programs for every type of adult librarian. Our Author, Forthcoming Popular Nonfiction, Inspirational Fiction, Mass Market Genre Fiction, Nonfiction Continuations, Nonfiction Series, Paperback Original Fiction, Popular Series, ReviewALERT℠, and Travel Continuations standing order programs save you time and keep you from missing key titles. Check out what's new in our Adult Standing Order Programs, including some new crafting series in Nonfiction Series (Adult) and new travel guides in Travel Continuations.

Youth Standing Order Programs

Ingram's youth standing order programs cover all parts of the children's and teen libraries. Our Author/Illustrator (Children's), Author (Teen), Easy Reader, Nonfiction Series, Popular Series, and ReviewALERT℠ standing order programs track all of the important youth titles so that you can accomplish more. See what's new in Youth Standing Order Programs, including almost 40 new offerings in Popular Series (Youth) and two acclaimed novelists making their debute in Author (Teen).

Standing Order Programs for All Ages

Ingram has standing order programs to cover the needs of media librarians, graphic novel librarians, and other programs meant for all ages. With Awards*Book Clubs*State Lists, Graphic Novels, iSelect® Build-Your-Own Standing Order, and Popular Video standing order programs, you can get notification of titles that fit your needs. Check out the news about Standing Order Programs for All Ages.

New editions of JUDY BLUME classics for readers of all ages!

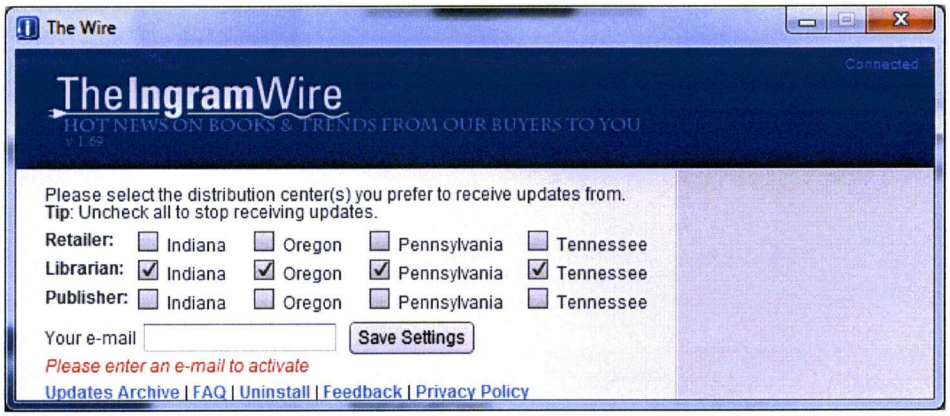
HIGHLY PRAISED FICTION

FORCES FOR A CAUSE

STORIES ACROSS TIME

The Ingram Wire

Relevant book news and collection development information is delivered directly to your desktop with the Ingram Wire. Through this user-friendly downloadable desktop app, built on Adobe® AIR™ and compatible with both PC and Mac, librarians receive stock news on fast-moving products specific to their assigned distribution center, alerts on top awards and breaking events, as well as "backorder now" messages to ensure they are among the first for allocations. From the desktop, users can click directly to ipage to place orders. Libraries can download the application at www.ingramwire.com. Click the *Install Now* link.

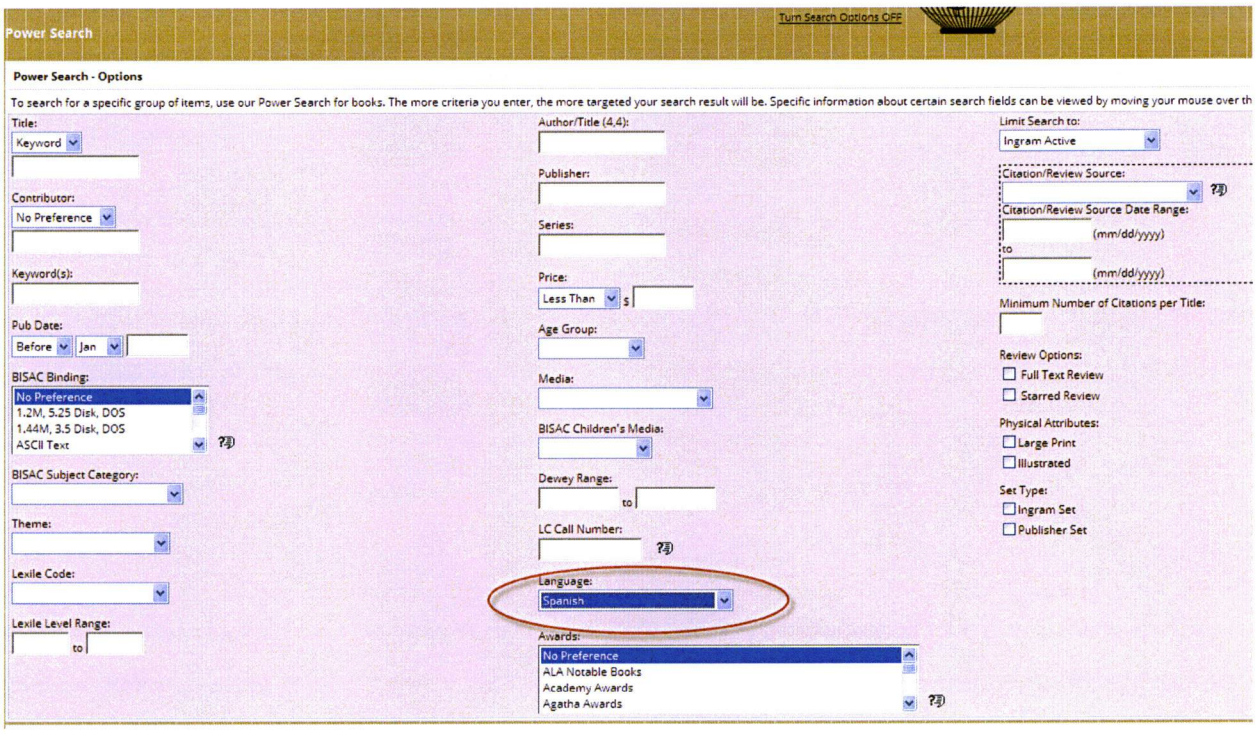


Spanish Language Materials

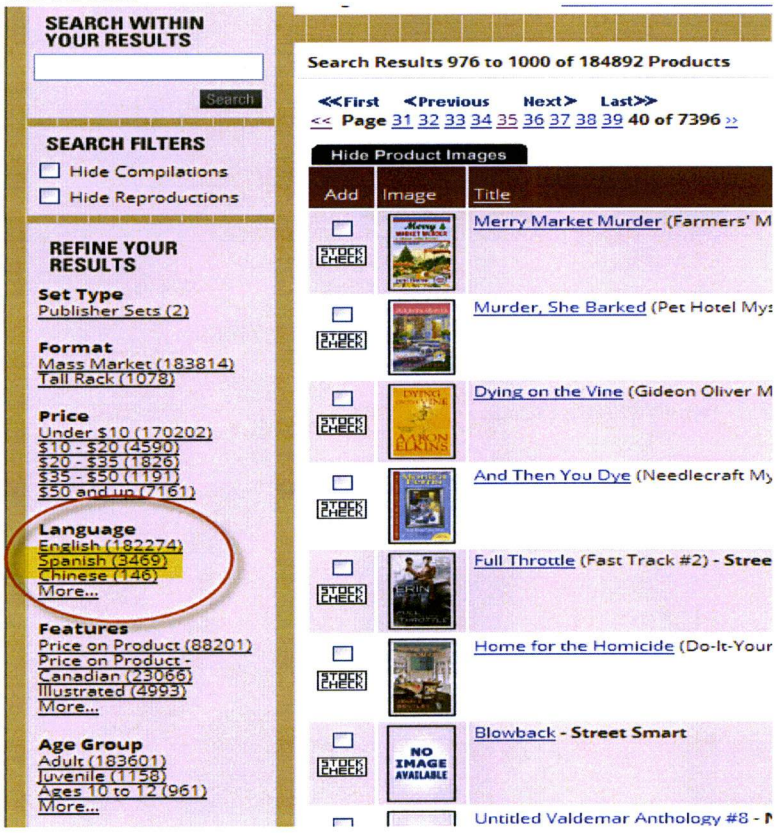
Ingram currently inventories over **230,000 Spanish titles** in our distribution centers, including adult and children's titles. We provide a limited number of spoken word audio titles in Spanish language. We also provide domestic video titles that have been dubbed or subtitled in Spanish and non-domestic Spanish video.

iSelect, Ingram's build-your-own standing order program described in Section, includes a language option so customers can build multiple profiles to include Spanish language, or titles not in English or Spanish.

To view a list of all available Spanish language materials in our database, the ipage **Power Search** option tab offers a **language** filter. From here, the search can be refined by additional filters such as keyword(s), author, title, and age group.

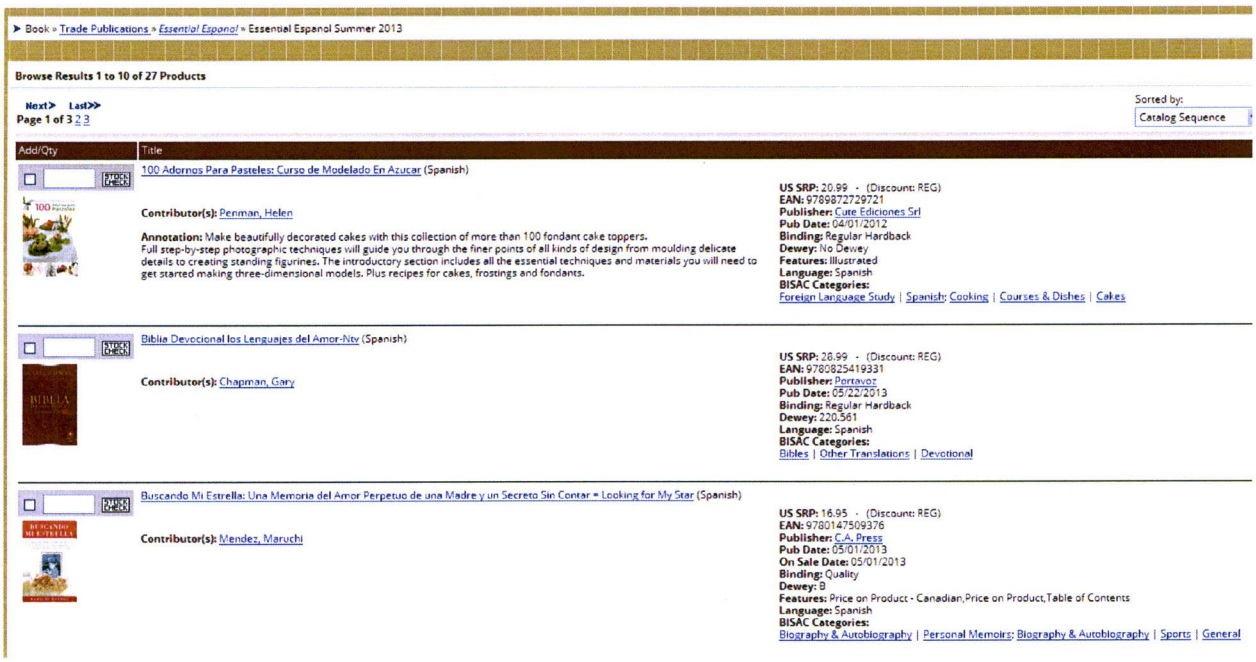


When looking at a list of titles in ipage, you also have filters for language available on the left of the screen:



To help you more easily assist Spanish-speaking readers, Ingram quarterly delivers *Essential Español*. Featuring great books for both adult and young readers, this publication highlights a wide selection of titles needed by every library serving the fastest-growing segment of the U.S. population.

Essential Español is now available as a fully searchable and interactive e-catalog. View titles, make selections, and conveniently place your order directly on ipage.



Street Smart

Ingram acknowledges the importance of shipping titles in a priority manner to accommodate the Library's patrons. The **Street Smart** program helps libraries receive inventory of high visibility book titles on or before the on-sale date. Titles included in the program typically have large print runs and major publicity scheduled. A minimum purchase may be required to participate in the early delivery program. The publisher of a title designates it as a Street Smart title by assigning an on-sale date for a new title. Processing and cataloging may add additional time to shipment of titles, depending upon the level of customization required.

We require a signed affidavit in which you agree not to display, sell, or loan for advanced reading any title before the publisher-assigned on-sale date. Ingram will send you an annual affidavit renewal notice. Without this agreement, Ingram will not ship Street Smart titles until the published on-sale date. Delivery within the allotted time frame is contingent upon the publisher providing books to Ingram in a timely manner. Ingram is a distributor, and not a publisher, and so does not control street date.

Publishers designate releases as affidavit titles for Ingram at their discretion. If the publisher designates a title as such, by law Ingram cannot ship titles to arrive before their street date. Ingram will make every available effort to ship non-affidavit titles to arrive on the street date; however we cannot guarantee arrival on street date due to late shipment by publishers. Publishers often change street dates, so check ipage as the scheduled street date approaches to ensure no change has been made.

Some titles may be designated by Ingram as **Street Smart Select**. Ingram will send advance notification of these titles, including minimum order and order deadlines via email or fax. The difference between a "Street Smart" title and "Street Smart Select" title is that the Street Smart Select titles have an order minimum, and the Street Smart Select customers who place minimum orders at least 14 days before the on-sale date will get a reminder notice about adhering to the on-sale date.

The Street Smart list page includes a drop-down box with sort options. When you select **Initial Buy** in the drop-down box, ipage re-sorts the titles in the Street Smart list by largest quantities initially purchased by our buyers. This helps you see immediately what items Ingram professionals believe will be in demand. The list sorts in descending order, with largest quantities at the top of the list.

Ingram will ship pre-ordered street date titles requiring cataloging and processing in time to arrive on street date.

NOTICE OF CONTRACT

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

A Letter of Award should be sent to the attention of Bids and Contracts before you order under this contract.

It is the responsibility of Fort Bend County Library to inform Ingram's Account Services Department that they wish to set up a new account or maintenance an existing account under the terms of this bid/contract.

Ingram cannot issue credits for accounts failing to follow the proper notification and account set up procedures. Libraries wishing to establish a new account will be asked to complete an Ingram New Account Application and Terms of Sale Form. When setting up an account under the terms of the contract, the Library will be asked to provide a copy of their tax exemption certificate.

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

The Fort Bend County Library may currently be purchasing library materials from Ingram under a separate pricing agreement or contract. Upon award of this contract, the Library may choose to purchase under their current agreement, or under the new contract. The Library will not be able to purchase under both contracts.

The discounts and terms reflected in this response are offered only to the Fort Bend County Library. They are not extended to other libraries or government agencies. Library staff and friends group accounts that do not bill directly to the Library may be subject to Ingram's private institution account application requirements.

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

Ingram Library Services company payment terms are 1% 10 days from date of monthly statement, net 30 days from date of monthly statement. Accounts may be subject to a late charge of 1.5% (18% per annum) on all past due invoices. Orders may not be shipped if an account is past due and any collection fee (including attorney fees) and related costs will be borne by that account. All terms and conditions of the Ingram Library Services trade policies are subject to change at any time.

No terms or conditions of the Library's purchase orders different from the terms of Ingram Library Services will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Ingram.

The library shall not display or loan any title before the publisher-assigned on-sale date. If Ingram receives proof that the Library has displayed or loaned a title before the assigned on-sale date, Ingram reserves the right to hold future shipments of high-visibility on-sale titles until the on-sale date has passed.