

**Fort Bend County Tabulation
Bid 20-001
Term Contract for Purchase of High Demand Books**

Term: 1 October 2019 through 31 March 2020

Recommendation: Baker & Taylor, Inc.

Lawson Number: 11568

Company	Discount Bid for Trade Hardbacks	Discount Bid for Trade Paperbacks	Discount Bid for Mass-Market Paperbacks	Form 1295
Baker & Taylor, Inc. Charlotte, NC	48% Adult & Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction, some spoken word audio)	42% Adult & Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	42.0%	Yes
Ingram Library Services La Vergne, TN	47.0%	41.0%	41.0%	
Waldorf Publishing LLC Grapevine, TX	46.1%	46.1%	46.1%	
Barnes & Noble Booksellers Atlanta, GA	Disqualified: Can not adhere to service requirements as required.			
Brodart Co. Williamsport, PA	Disqualified: Can not adhere to service requirements as required.			



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	<i>BTAC Acquisition Corp.</i>		
Business Name (if different from legal name)	<i>Baker & Taylor, LLC</i>		
Federal ID # or S.S. #	<i>BTAC Acquisition Corp.=16-1758445</i> <i>Baker & Taylor LLC=47-3179974</i>	DUNS #	<i>Baker & Taylor LLC = 787724772</i>
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? <i>190 years</i>
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	<i>PO Box 277930</i>		
City/State/Zip	<i>Atlanta, GA 30384-7930</i>		
Physical Address	<i>2550 West Tyvola Road - Ste. 300</i>		
City/State/Zip	<i>Charlotte, NC 28217</i>		
Phone/Fax Number	Phone: <i>800-775-7930, ext. 3245</i>	Fax: <i>704-998-3260</i>	
Contact Person	<i>Lee Ann Queen</i>		
E-mail	<i>bids@baker-taylor.com or QueenL@baker-taylor.com</i>		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____	Certification # _____	
	SBE-Small Business Enterprise _____	Certification # _____	
	HUB -Texas Historically Underutilized Business _____	Certification # _____	
	WBE-Women's Business Enterprise _____	Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 <input checked="" type="checkbox"/>		
NAICs codes (Please enter all that apply)	<i>424920, 423990</i>		
Signature of Authorized Representative	<i>Lee Ann Queen</i>		
Printed Name	<i>Lee Ann Queen</i>		
Title	<i>Director-Pricing Services</i>		
Date	<i>July 26, 2019</i>		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid



Term Contract for Purchase of High Demand Books
BID 20-001

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:

Tuesday, July 30, 2019
2:00 PM (Central)

LABEL ENVELOPE:

BID 20-001
HIGH DEMAND BOOKS

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

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 bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



July 26, 2019

Ms. Cheryl Krejci, Senior Buyer
Fort Bend County
Purchasing Department
Travis Annex
301 Jackson Street, Suite 201
Richmond, TX 77469

RE: Invitation for Bid 20-001, Term Contract for Purchase of High Demand Books
DUE: July 30, 2019 at 2:00 pm

Dear Ms. Krejci,

Thank you for the opportunity to respond to Fort Bend County's IFB for High Demand Books. We are confident that you will find through our response that Baker & Taylor has the experience and the resources to meet the requirements of the Fort Bend County Library.

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

About Baker & Taylor

Baker & Taylor is a leading full-line distributor of books, ebooks, videos and music products to library facilities. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. We are a leading supplier of books and related cataloging and processing services, with annual sales of more than 115 million books from over 75,000 publishers and imprints.

We service over 100,000 customers worldwide and have established acquisitions relationships with virtually every library in the United States. B&T is pleased serve as a supplier of materials for the Library today.

Baker & Taylor employs over 1,700 people in national and international locations. Our headquarter office is located in Charlotte, NC, with national operations and distribution centers.

Public libraries have been the primary focus of Baker & Taylor for over 190 years. We are dedicated to enhancing and improving community outcomes by supporting library staff so they can focus on the communities they serve. We offer an unmatched suite of services touching every phase of the library materials supply chain.

Strategic Solutions

- **First Look Title Notification Services** *Automatically Yours* auto-shipment plans, bestseller services for print and AV, VIP Inventory Display
- Children's and Teen and AV Specialists providing collection and customizable solutions
- Physical and digital "one-shop" selection, enriched metadata and workflow benefits streamline staff selection/acquisitions efforts!
- Acquisitions direct through *Title Source 360* or via EDI through ILS partners
- A full array of cataloging and processing services
- EDI invoicing as well as "go green"



Polaris Acquisitions Integration

Baker & Taylor is able to fully integrate with the Library's Polaris acquisitions system, and supports electronic order, order acknowledgement, and invoicing functions. If EDI ordering is used to place orders, Baker & Taylor offers Advance Shipment Notices. These notices are sent when the items are shipped and are used in the receiving process. By scanning the barcode on your Baker & Taylor box, the library will be able to receive the titles without scanning each title. If the items on the list match the ones in the box, all items can be received; only exceptions will need to be addressed – improving the productivity of the receiver. The ASNs are also used in conjunction with electronic invoices. When the invoice is loaded and matched to the ASN, exceptions will be highlighted. Invoice approval process will also be streamlined. This greatly reduces the amount of time necessary to receive and approve invoices in Polaris.

Collection Development

Librarians and Technical Staff

The B&T Collection Management team comprises over 20 professional librarians and paraprofessionals. The team is led by Martin Warzala, Director of Collection Management & Technical Development. Our librarians have extensive experience working in library collection development before their employment with B&T. They are active at the state and national level in professional organizations. Members of this team have participated in conference presentation and have contributed to professional publications.

Selection Lists

Lists prepared by Baker & Taylor will be delivered as carts to Title Source 360™. Title Source 360 offers a variety of selection list options, including market-specific electronic selection lists covering popular genres, industry current events, and titles in high demand. The user can also create their own selection lists by searching the database via 45 different search indices. Selection lists can be shared by multiple users within the account. Title Source 360 also gives the user the ability to apply grid distributions to a selection list (i.e. indicated branch, collection/holding codes or items types). The bibliographic data available to the user when viewing selection lists within Title Source 360 includes title, author, ISBN, price, UPC, subject headings, discounted price, inventory levels, publication date, Dewey number, and review sources.

FirstLook™ Collection Development Services

FirstLook™ is Baker & Taylor's family of notification services available to libraries. FirstLook™ is supported by a staff of experienced librarians and merchandising specialists who are experts in the publishing and entertainment industries. These services are supported by the industry's most sophisticated collection development management system, and title lists are provided via Title Source 360™ where they can easily be conditioned and downloaded into Polaris via MARC download.

FirstLook™ Basic

FirstLook™ Basic is a free collection development program that provides notification of high-visibility new and forthcoming titles. FirstLook™ Basic is available to subscribers of Title Source 360™. Each month you will automatically receive a new cart that includes an up-to-date title list. Some of the categories covered include:

Adult Fiction
Adult Non-Fiction
Adult Large Print
Adult Reference
Adult Mass Market
Adult Spanish
Children and Teens Mass Market
Children and Teens Spoken Word Audio
Children and Teens Picture Books

FirstLook™ Custom

First Look Custom is a Collection Development program that delivers fully customized selection lists for both print and non-print material based upon your selection criteria.

Our custom-profiled lists make your selection as seamless as possible. In conjunction with your Baker & Taylor Sales Consultant and/or Collection Management staff member, you determine which lists you want, how you want them, and when you want to receive them by completing a profile document with your unique specifications.

FirstLook™ Custom Features:

- Multiple selection criteria including but not limited to:
 - Subject criteria, such as Dewey and LC classification, BISAC and genre categories
 - Reviews and citations in review sources and/or bibliographies
 - Audience level
 - Series
 - Publishers
 - Citation in a Baker & Taylor publication or merchandising plan
 - Publication date
 - Format
- Flexible scheduling options
 - One-time special profiles (i.e. replacement lists) available
 - Weekly, semi-monthly, quarterly, contingent upon profile/material type
- Duplication management
 - Titles are checked against previous carts—view a title one time for selection efficiency and to prevent unwanted duplication
- List delivered as carts to:
 - Title Source 360™
- List sent via FTP, email or US mail in the following formats:
 - Word
 - Excel
 - PDF
 - MARC

B&T can provide collection development data in a laser printed hard copy, MARC, or PC compatible

format including Microsoft Excel. Selection Lists can also be loaded into the Library's Polaris Acquisitions System via Baker & Taylor's Title Source 360™, or via MARC acquisition records.

Automatic Order and Shipment Programs

Automatically Yours

Baker & Taylor's *Automatically Yours* program delivers the latest publications from popular authors, right to your door. Select your favorite authors, and Baker & Taylor will send the latest titles, as soon as they are released.

Automatically Yours has 8 different programs to choose from:

Popular Adult Fiction Authors – featuring over 1000 fiction authors

CATS Authors & Illustrators – featuring over 600 of the most popular children and young adult authors, both fiction and non-fiction.

CATS Awards – featuring more than 80 professionally selected national and international children's and teens awards

Spoken Word Audio

Large Print Popular Adult Fiction Authors

Book Club Plans - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' needs:

"Today" Show Book Club

Reading with Ripa Book Club

"Good Morning America" Book Club

"Oprah's" Book Club

(although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles)

Inspirational Authors – Offers over 250 authors to choose

Graphic Novels - Available for Adult and Teen titles. Choose from 500 series.

Inventory/Fulfillment

Baker & Taylor's typical inventory includes more than 17.5 million items and approximately 1,000,000 unique media & book titles. Baker & Taylor's leveraging of its inventoried titles from over 75,000 publishers and imprints provides the highest possible fill rates in the industry. We are public library specialists; our merchandisers are constantly working with publishers and libraries to identify trends and monitor inventory levels to maintain the most useful inventory for public libraries.

Print and spoken word CD title inventory includes Adult, Young Adult, and Juvenile selections, Fiction and Non-Fiction, appropriate for any audience or reading level. Choose from popular literature, classic literature, technical editions, reference editions and more.

Due to the volume of titles shipped daily from our service centers, stock levels for publishers representing any popular, high-demand, and/or classic title are monitored closely. Stock is replenished on a regular basis, thus eliminating lengthy backorder timeframes.

BestSeller Support

Our experienced buying department provides special handling for anticipated bestsellers and promptly places orders with Publishers 3-6 months prior to publication date. This insures that stock will be in place to meet customer demand.

VIP Program

Publisher Inventory Data uniquely available in real-time through our **VIP Program**

VIP- Virtual Inventory Program

Get access to over 2 million titles readily available to ship with B&T's VIP Program. Why buy titles from vendors and retailers who do not provide critical value-added services? Let Baker & Taylor's VIP Program create the one-stop shopping experience that will offer you and your patrons the broadest range of titles and inventory coverage in the industry. B&T has partnered with over 100 of the most important publishers in the business to deliver a unique service, providing us with their inventory positions - on their shelves - in real time! Benefits of sourcing titles through Baker & Taylor:

- VIP gives access to an additional 800,000 titles with publisher in stock availability
- Program provides an initial fill rate of over 90% - the highest in the industry
- No disruption to your workflow - get the titles you need with all the value-added services you depend on from Baker & Taylor
- Enhance the breadth of titles you can bring to your patrons

VIP program is one of the many benefits of Title Source 360™

Selection Website

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

The Title Source 360™ database contains detailed, comprehensive, up-to-date information on over 9 million book titles, 265,000 DVD titles, and 780,000 music titles. Data elements also include: 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts.

Key Features of Title Source 360™ are:

- Updated daily to insure accurate and current information, including in-stock titles, pre-publication, and new release titles
- Real-time inventory data
- Rich bibliographic information, including over 5.6 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher, and publication
- Fully searchable Tables of Contents (1.4 million) and Annotations (5.4 Million), and approximately 1.2 million full-text reviews
- Automatically access titles by review publication date
- Over 45 search indices, including BISAC, LC and Dewey classes
- Create, merge, copy, export and transfer selection carts. Carts can even be emailed to other users
- Download MARC records into your ILS system with 9XX tags
- Duplicate checking between orders and selection carts
- Ordering grid capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields
- Order grid information may be downloaded to the library's ILS system for ordering and/or transmitted to B&T in the electronic order file sent from Title Source 360™
- Access to lookup ISBNs in library OPAC with one click
- Administrator determines levels of access for user IDs
- Orders placed electronically will receive an order confirmation within minutes of receipt. Confirmation will detail a status of Confirmed, Backordered, or Cancelled for each line item of the order. As backordered items move through the fulfillment process and are shipped for delivery, the online status maintained in Title Source will update to reflect the activity.

Title Source 360™ is designed to support library workflows, and is integrated with Baker & Taylor's collection development service FirstLook™ and Polaris. Selection lists may be delivered to your Title Source 360™ IDs. From there, they can be manipulated, downloaded, and ordered via EDI like any other cart, should you choose to do so.

Customer Services

As a current customer, Fort Bend County Library has established customer service relations with Baker & Taylor. Upon award of this contract, our teams will work with the library to review your account structure to assure that all Library needs are met.

Requirements will be documented for:

- Individual Account Structure and Set-Up
 - Account Parameters*
 - Shipping/Delivery Parameters*
 - Order and Invoicing Requirements*

- Interface with ILS
 - Identify modules/functions supported*
 - If necessary, arrange for process testing (from order creation to invoicing)*

- Collection Development Profiles
 - Identify selection requirements*
 - Identify preferred profile criteria*
 - Discuss programs/services that may benefit Library Staff*
 - use of prepublication notification services*
 - use of automatic shipment services*

- Training Needs for Staff on B&T Products/Services
 - Use of Title Source 360 selection/ordering website*
 - On-Line Customer Support website*

Your Sales Consultant, Tammy Roberts, will work with you to determine any updates that our team may need to implement.

Thank you for your consideration of our proposal. Should you have any questions or if we can provide any other information, please contact me as listed below.

Sincerely,



Lee Ann Queen
Director – Pricing Services
Baker & Taylor
2550 West Tyvola Road – Ste. 300
Charlotte, NC 28217
Telephone: 800-775-7930, ext. 3245
Fax: 704-998-3260
E-Mail: QueenL@baker-taylor.com

8.0 REQUIRED ELEMENTS OF SERVICE:

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

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

Yes No

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

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

Yes No

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

Yes No

Initials of Bidder: LAD

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

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

Yes No

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

Yes No

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

Yes No

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

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

Yes No

- 8.7 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

- 8.8 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

Initials of Bidder: LAD

8.9 Vendor will pay all shipping charges.

Will the vendor agree to pay all shipping charges?

X Yes No

9.0 REFERENCES:

Vendor must provide, WITH BID, three (3) references of current contracts. References must include contact person, telephone number, mailing address and terms of existing contract.

Please see Tab 5.

10.0 DISCOUNT BID PRICE FROM LIST PRICE:

Discount bid for trade hardbacks: <i>Category Definitions I, II</i>	<u>48.0</u>	% *
Discount bid for trade paperbacks: <i>Category Definitions III, IV</i>	<u>42.0</u>	% *
Discount bid for mass-market paperbacks: <i>Category Definition V</i>	<u>42.0</u>	% *

11.0 AWARD:

This contract will be awarded to the lowest bidder meeting specifications.

12.0 REQUIRED FORMS:

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

- 12.1 Vendor Form
Please see our response.
- 12.2 W9 Form
Please see our response
- 12.3 Tax Form/Debt/Residence Certification
Please see our response
- 12.4 No Bid Questionnaire if applicable
Not Applicable

* *Please see Tab 1 for a complete discount outline. Please see Tab 2 for material category definitions.,*

Initials of Bidder: LAQ

CONTRACT SHEET
B20-001

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 13th day of August, 2019,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Baker & Taylor, LLC (hereinafter designated Contractor).
(company name)

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.

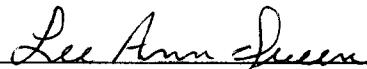
Executed at Richmond, Texas this 13 day of August 2019.

Fort Bend County, Texas

By: _____


County Judge KP George

By: _____



Signature of Contractor

By: _____

Lee Ann Queen Director-Pricing Services

Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BTAC Acquisition Corp.

2 Business name/disregarded entity name, if different from above
Baker & Taylor, LLC (EIN 47-3179974)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2550 West Tyvola Road - Ste. 300

6 City, state, and ZIP code
Charlotte, NC 28217

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

1	6	-	1	7	5	8	4	4	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶ Lee Ann Queen Date ▶ 7-26-2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Job No.: RFQ 20-001

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

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

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

Mailing Address: 2550 West Tyvola Road - Ste. 300 / Charlotte, NC 28217

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

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

Not applicable

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

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>None</u>	<u>None</u>

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

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

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

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

I certify that Baker & Taylor, LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Charlotte, NC.
[City and State]

Baker & Taylor
Discount Terms and Conditions of Sale
Fort Bend County
Bid 20-001, High Demand Books

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment 1. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	48.0%	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	48.0%	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	42.0%	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	42.0%	
V.	Mass Market Paperback Editions	P	42.0%	
VI.	Single Edition Reinforced (Juvenile)	R	26.0%	
VII.	Publisher's Library Edition (Juvenile)	Z	26.0%	
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	12.0%	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 12.0 % X = 12.0 % N = 0.0 % (b) L = 12.0% (c)(d) 7 = 26.0% (d) M = 12.0% (c)(d) 1 = 26.0% (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 12.0 % Letter O = 12.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	Imported English and Non-English Language Editions	F/K/3	0.0%	
XI.	Enhanced Service Program	Y / Q	0.0 % (e)	
XII.	Spoken Word Audio	H	45.0%	
XIII.	Board Books	I	42.0 %	
XIV.	Novelty Items/Activity Books	I	42.0 %	
XV.	Special Programs, such as: - PawPrints/FollettBound Editions - Turtleback Editions	D E	D = 12.0 % E = 12.0 %	

- (a) Please see Attachment 2 for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

**Baker & Taylor
Discount Terms and Conditions of Sale**

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions in this Attachment 1 do not apply to Baker & Taylor's Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Category Definitions

- I. Adult Trade Hardcover Editions (O, C) (may include some spoken word audio materials)**
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.
- II. Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- III. Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- IV. Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- V. Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- VI. Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- VII. Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- VIII. University Press Trade Editions (A) (may include some spoken word audio materials)**
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.
- It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.
- Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, and Floods, ISBN 9781624030031
- X. Imported English and Non-English Language Editions (F,K,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caldo by Nalini Singh, ISBN 9788490625224.
- XI. Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.
- XII. Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle. ISBN: 9781491542286.
- XIII. Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- XIV. Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- Special Programs (D and E as indicated in Attachment 1)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

Enhanced Services Program
(book and spoken word audio material – optional program)

Baker & Taylor is pleased to provide a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

The ESP program builds on Baker & Taylor's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published, and by supplying anticipated publication release dates for all out-of-stock items.

Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or publishers whose titles have limited demand, and/or non-commercial publishers will be invoiced at list price. For Libraries concerned about purchasing these types of titles, B&T's Title Source can assist the librarian in researching a particular item's category and format. These titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail (**btinfo@baker-taylor.com**) to inquire about these titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile setup. Please contact your Customer Service Representative for additional information.



**Return Policy
For
Fort Bend County
Bid 20-001, High Demand Books**

Please use our website (Title Source 360) to provide return information or contact your Customer Service Representative for assistance. ***All claims must be made within 120 days from the date of receipt.***

1. Please detail
 - A. Your account number and ATS# from the shipment's packing list
 - B. Reason for the claim/return
 - C. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary
2. Your available replacement product or account credit will be issued immediately.
3. Please use supplied call tags to send returns.
4. Products incorrectly shipped by Baker & Taylor may be returned within 120 days of the product's date of receipt. Product(s) meeting the definition of Publisher defective may be returned within 1 year of the product's date of receipt.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. All claims must be made within 120 days from the shipment's receipt date. Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns should be sent to:

**Baker & Taylor Returns Center
Department R
251 Mount Olive church Road
Commerce, GA 30599**

Attachment 5 - References

Client References

San Antonio Public Library

600 Soledad St.
San Antonio, TX 78205

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

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

Houston Public Library

500 McKinney St.
Houston, TX 77002

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

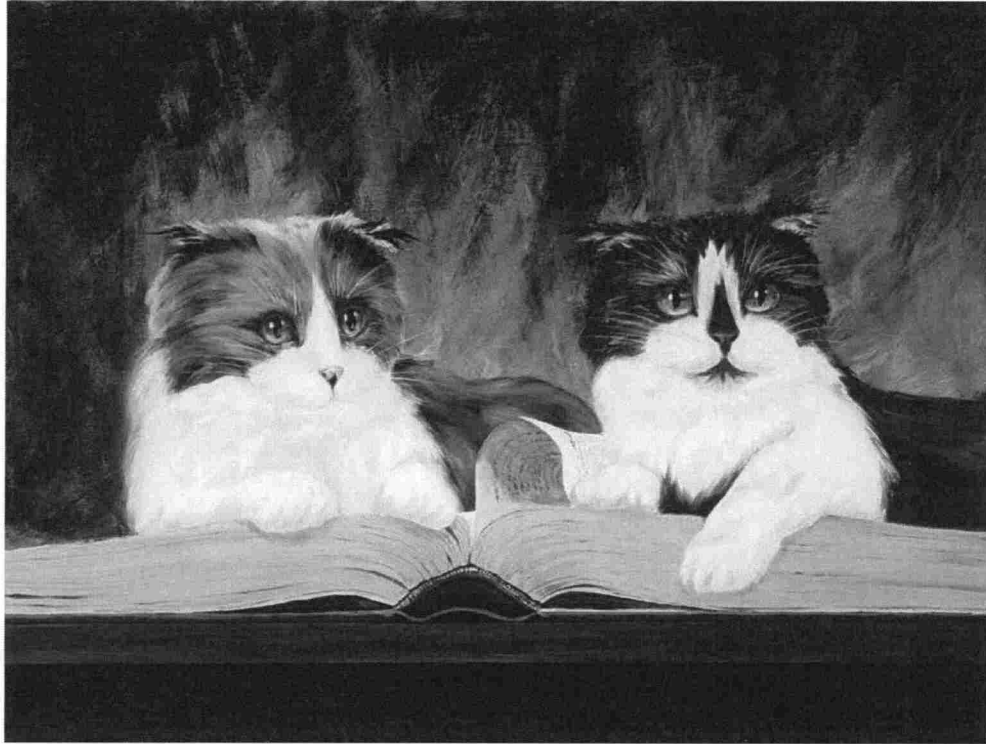
Provision of print material and related services / ongoing customer since 1986

Brazoria County Library System

401 E. Cedar
Angleton, TX 77515

Linda Bullard
Collection Development
979-864-1544
lbullard@bcls.lib.tx.us

Provision of print material and related services / ongoing customer since 1983



**Invitation For Bid 20-001
Term Contract for Purchase of High Demand Books
for**

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

Response due: July 30, 2019 at 2:00 pm

***Baker & Taylor, LLC
2550 West Tyvola Road, Ste. 300
Charlotte, NC 28217***

Baker & Taylor's Response
Invitation for Bid 20-001
Term Contract for Purchase of High Demand Books

Please see below for clarifications:

1.0 GENERAL REQUIREMENTS

1.34 Interlocal Participation:

Baker & Taylor agrees to allow additional governmental entities within Fort Bend County to purchase on this agreement and to invoice each entity separately. Pricing and discounts will be based upon each entity's specific customized requirements submitted to Baker & Taylor.

5.0 TEXAS ETHICS COMMISSION FORM 1295

Please see Tab 6.

8.0 REQUIRED ELEMENTS OF SERVICE

Please see Baker & Taylor's responses to the Required Elements of Service items included on the Fort Bend bid document as requested.

9.0 REFERENCES

Please see Tab 5.

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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 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 Document: 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 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: LAJ

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, July 23, 2019 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

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

Initials of Bidder: *LKD*

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 in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is

Initials of Bidder: LAL

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

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and

Initials of Bidder: LAN

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.
- 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

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authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities 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 Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase

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request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by

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modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

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retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial

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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.

3.0 SCOPE:

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

4.0 TERM OF CONTRACT:

The term of this contract is for the period **through 31 March 2020**, renewable annually for four (4) years (through 31 March 2024) 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.

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5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B20-001.
 - 5.2.3 Description is the title of the solicitation: High Demand Books.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

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Attachment 6 - 1295 Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Certificate Number:
 2019-521987

Date Filed:
 07/26/2019

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

Date Acknowledged:
 08/13/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 B20-001
 Invitation for Bid - High Demand Books

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Henrichs, Timothy	Westchester, IL United States	X	
Sproat, Mark	Westchester, IL United States	X	
Connolly, Pat	Westchester, IL United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)