

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Purchase of Trade Books
BID 24-034*

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, January 30, 2024
2:00 PM (Central)

LABEL ENVELOPE:

BID 24-034
TRADE 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:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytexas.gov

Vendor Responsibilities:

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



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

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

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 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 flash drive. The Excel file on the 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 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 bid documents will be made to any bidder orally. All requests for such

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interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Melissa.Stavinoha@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, January 23, 2024 at 10:00 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 the specifications), or any contract continuing as a result of an extension option, must

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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 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

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like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

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

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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 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

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application for a price increase may be submitted within the first twelve (12) 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 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:

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- 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 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

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liability.

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

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of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

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

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

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in

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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 purchase trade books for Fort Bend County Libraries that meet or exceed the requirements, as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025**, renewable annually for four (4) years (through 31 March 2029) 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 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2015 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

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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: B24-034.

5.2.3 Description is the title of the solicitation: Trade 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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this 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.

8.0 ABBREVIATIONS USED IN THIS BID:

8.1 FBCL = Fort Bend County Library

8.2 BISAC = Book Industry Systems Advisory Committee

8.3 ISBN = International Standard Book Number

Initials of Bidder: _____

8.4 OCLC = Online Computer Library Center

9.0 PLANNING INFORMATION:

At present there are eleven (11) libraries.

10.0 DELIVERY:

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

Fort Bend County Libraries
Acquisitions
1003 Golfview Drive
Richmond, Texas 77469

11.0 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.

12.0 REQUIRED ELEMENTS OF SERVICE:

Vendor must bid discount for trade books (hardback and quality paperback trade books). Vendor must pay shipping charges. Discount must be from Publishers List Price.

12.1 FBCL is automated with the Polaris Automation System version 7.3 or higher. The library system has the acquisition module and uses it for ordering and tracking funds, including submitting orders via Electronic Data Interchange (EDI).. Vendor shall be able to provide a seamless interface with the Polaris Automation System. We may also use the Vendor’s website for ordering. When the Vendor’s website is used for ordering, the information on materials ordered must be easily imported into our Polaris Automation System.

Can the vendor interface with the Polaris Automation System?

Yes _____ No _____

12.2 The vendor must have an online database that can be used both for searching titles and ordering titles. The database shall allow access to an unlimited number of library staff user’s IDs. It should be updated every working day and be searchable by author, title, subject and ISBN. The database shall list materials to which the Vendor has access, giving status of the item such as “in stock,” “on order,” “must order direct,” etc.

Does the vendor have an online database that can be used for both searching and ordering titles?

Initials of Bidder: _____

Yes _____ No _____

Is the database updated every working day and searchable by author, title, subject and ISBN?

Yes _____ No _____

Does the database give the status of items the vendor has access to using terms such as “in stock,” “on order” or other appropriate language?

Yes _____ No _____

- 12.3 The database of available materials must contain full-text reviews of items reviewed in the following listed journals: *Library Journal*, *Booklist*, *School Library Journal*, *Kirkus Reviews*, *Publisher’s Weekly*, *Horn Book* and *The Bulletin of the Center for Children’s Books*. FBCL may add additional titles to this list if we determine they are needed. These reviews shall be available on the database and viewable in full-text to each user ID. The reviews must contain the publication date and page number of the journal they are found in.

Does the database contain full-text reviews of items reviewed in the following journals: *Library Journal*, *Booklist*, *School Library Journal*, *Kirkus Reviews*, *Publisher’s Weekly*, *Horn Book* and *The Bulletin of the Center for Children’s Books*?

Yes _____ No _____

- 12.4 The Vendor must be able to provide ongoing selection lists on their website with complete order information, classification, subject categories, title descriptors, media indicators, age range, and full-text reviews from journals *Library Journal*, *Booklist*, *School Library Journal*, *Kirkus Reviews*, *Publisher’s Weekly*, *Horn Book*, etc. These lists would allow Fort Bend County Libraries to easily access titles the Vendor has on a specific subject or topic (i.e. graphic novels or award winning books).

Is the Vendor able to provide selection lists of a subject or topic nature that may be used for ordering?

Yes _____ No _____

- 12.5 Vendor must maintain an inventory of a minimum of 50,000 titles with not less than 500,000 volumes on hand.

Does the Vendor have an inventory that meets the above specification of 50,000 titles and 500,000 volumes on hand?

Yes _____ No _____

Initials of Bidder: _____

- 12.6 Vendor must supply 60% of in-print titles ordered within thirty (30) calendar days. Unfilled back orders shall be automatically canceled after 90 calendar days. Vendor must supply library with printed notification of all cancellations with reasons for cancellations.

Can the vendor supply 60% of in-print titles ordered within thirty calendar days of receipt of order?

Yes _____ No _____

Will unfilled back orders be automatically canceled after 90 calendar days?

Yes _____ No _____

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

Yes _____ No _____

- 12.7 Vendor must supply ISBN as ordered. Any substitutions to that ISBN must first be approved by FBCL before shipment. ISBN's not available may be backordered or cancelled by the vendor.

Can the Vendor supply materials by ISBN?

Yes _____ No _____

Will the vendor contact FBCL before making any ISBN substitutions?

Yes _____ No _____

- 12.8 **All FBCL orders will be unprocessed** (Adult, Juvenile, Middle Grade and Young Adult). Vendor must supply titles for Adult, Juvenile, Middle Grade and Young Adult collections at FBCL.

Can the vendor supply titles for Adult, Juvenile, Middle Grade and Young Adult collections?

Yes _____ No _____

- 12.9 Vendor must supply a Continuation Service of titles published by United States companies in single to multiple copies. In Section 16.0 a working list of titles that FBCL currently acquires. **The Continuation titles are included are ordered unprocessed and not catalogued.** FBCL reserves the right to add or delete from this list after Vendor has been awarded the contract for service.

Initials of Bidder: _____

Does the vendor have a Continuation Service for titles published by United States companies?

Yes _____ No _____

- 12.10 Vendor must supply a monthly status report of the Continuation Service titles requested by FBCL which includes current prices and the publisher's ship dates. The report may be hard copy or electronic, but must include all titles currently requested but not yet available. Our fiscal year is from October 1 through September 30 so a report issued in January would show all titles on our continuations report and the expected publication date through September 30.

Can the vendor supply a monthly status report of the Continuation Service titles requested by FBCL which include current prices and the publisher's ship date?

Yes _____ No _____

Will the report, either in hard copy or electronic, include all titles requested by FBCL but not yet available through the end of our fiscal year?

Yes _____ No _____

- 12.11 Vendor must supply notification of title changes and discontinued titles if titles are part of FBCL continuation's package.

Can the vendor supply notification of title changes and discontinued titles that are part of FBCL continuations package?

Yes _____ No _____

- 12.12 Vendor must be able to provide an online list or a downloadable file with the title names, price and quantity purchased per branch library at the time each PO is submitted.

Can the vendor supply this information online or provide a downloadable file with the title names, price and quantity purchased per branch library at the time each PO is submitted?

Yes _____ No _____

- 12.13 When materials are shipped to FBCL, Vendor must provide a packing list which is broken down first by PO# and then alphabetical by title within that purchase order number. This break down by PO# and then alphabetically by title must occur on all packing slips even if there are only 5 to 10 titles on the packing slip. Multiple purchase orders may be shipped together but must be listed separately on the packing list.

Initials of Bidder: _____

Can the Vendor provide a packing list which is broken down first by PO# and then alphabetically by title within that purchase order no matter how few titles are on the packing list?

Yes _____ No _____

12.14 For each shipment, Vendor must submit under separate cover or electronically an itemized invoice which includes:

- Fort Bend County purchase order number
- Batch order number
- Books, listed within batch order number, alphabetically by title
- For each title: Quantity shipped, Publisher's Unit List Price, discount percentage, discounted unit price, and extension price
- Vendor's name and address
- Library's name, address, and account number
- Invoice number
- The term: "Fort Bend County Bid #"
- Federal Tax ID#
- Invoice date

Can the vendor provide an invoice with all of the above information on it?

Yes _____ No _____

12.15 Vendor shall list all service charges and processing fees on invoices separately from book prices or discounts.

Will all service charges and processing fees be listed separately from book prices or discounts on the invoice?

Yes _____ No _____

12.16 Mailing labels on cartons shipped need to include a line in the address designating department, Adult, Juvenile or Continuations.

Can the vendor ship cartons with address labels that designate department, Adult, Juvenile or Continuations?

Yes _____ No _____

12.17 Vendor must provide free shipping from the warehouse.

Will the vendor provide free shipping from the warehouse?

Initials of Bidder: _____

Yes _____ No _____

- 12.18 Vendor must provide credit against future payment for content of equal value applied within 90 days OR provide credit memos and allow issuance of no charge replacements for short shipments in regular orders and continuations.

Does the vendor provide credit against future payment for content of equal value applied within 90 days?

Yes _____ No _____

Does the vendor provide credit memos?

Yes _____ No _____

Will the vendor allow issuance of no charge replacements for short shipments?

Yes _____ No _____

- 12.19 Books that are damaged, defective or not-as-ordered must be replaced free of charge by the jobber within 120 calendar days of receipt regardless of library attached markings. The Vendor shall have a return policy listing such information as return fees, restocking fees, etc.

Will the vendor replace free of charge within 120 calendar days damaged or not as ordered books regardless of library attached markings?

Yes _____ No _____

Does the vendor have a return policy listing such information as return fees, restocking fees, etc?

Yes _____ No _____

If yes, please attach.

- 12.20 Vendor shall accept any publisher-defective materials back up to one year regardless of attached markings and issue full credit with no restocking fee or will replace it at no charge.

Will the vendor accept any publisher-defective material back up to one year regardless of attached markings and issue full credit with no restocking fee or replace the item at no charge?

Yes _____ No _____

Initials of Bidder: _____

12.21 Vendor shall issue FBCL prepaid labels to allow for return of defective, damaged or not-as-ordered materials when requested.

Can the Vendor issue FBCL prepaid mailing labels to allow for the return of defective, damaged or not-as-ordered materials when requested?

Yes _____ No _____

12.22 After the bid has been awarded, vendor must send a representative to FBCL within 15 business days. This representative will work with FBCL to review vendor-created lists or carts, print & online catalogs and continuation services every four (4) years. Vendor shall send a representative to Fort Bend County at the vendor's expense (fees and expenses).

Is the Vendor willing to send a representative to FBCL at Vendor's expense to review services and lists provided FBCL?

Yes _____ No _____

12.23 The first shipment should be received 60 days after the bid is awarded.

Is the Vendor able to set up the account to enable ordering and shipment of materials to FBCL within 60 days of the bid being awarded?

Yes _____ No _____

12.24 The Vendor must provide contact names, phone numbers or email addresses of persons that can assist with issues related to shipping, processing, cataloging, invoicing and technical support.

Can the Vendor provide contact names, phone numbers or email addresses of persons that can assist with issues related to shipping, processing, cataloging, invoicing and technical support?

Yes _____ No _____

13.0 DETAILED BID PRICING AND INFORMATION SHEET:

Database: Cost to use the Database for unlimited user IDs: \$ _____

Additional charges (amount and explain) _____

Initials of Bidder: _____

Full-text Reviews:

Number of Free Journals with full text reviews: # _____

Cost per additional Journal with full text reviews: \$ _____

Restocking or Return Fees: Per item: \$ _____

Continuations:

Do you use an across-the-board discount or do you use a title-by-title discount?

Across-the-board discount: _____

Title-by-title discount percent range: _____

Inventory:

Number of titles: _____

Number of volumes: _____

Fort Bend County Library's Types of Materials and Discounts Given:

Type	Definition	Discount
Adult Trade Hardcover	High demand, widely distributed publishers	
Juvenile Trade Hardcover	High demand, widely distributed publishers	
Juvenile library reinforced bindings	Hardcover with reinforced bindings	
Adult Trade/Quality Paperback	Larger than mass market, fiction/non-fiction	
Juvenile Trade/Quality Paperback	Larger than mass market, fiction/non-fiction	
Mass Market Paperback	Rack size paperback	
Non-trade hardcover	Smaller publishers including universities	
Non-trade paperback	Smaller publishers including universities	
Continuations	List from FBCL	

Initials of Bidder: _____

14.0 ADDITIONAL REQUIRED DOCUMENTATION:

All vendors are required to provide the below information with submission:

- 14.1 List of FBCL Continuations you can supply from FBCL's master list
- 14.2 Return Policy
- 14.3 References

15.0 AWARD:

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

16.0 VENDOR STATUS:

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

17.0 STANDING ORDERS:

- 1. 501 WAYS FOR ADULT STUDENTS TO PAY FOR COLLEGE
- 2. ACCESS FOR DUMMIES
- 3. ACCOUNTING FOR DUMMIES
- 4. ALMANAC OF AMERICAN POLITICS (PAPER)
- 5. ANNUAL REGISTER OF GRANT SUPPORT
- 6. ASVAB
- 7. ASVAB FOR DUMMIES
- 8. ATLAS OF THE WORLD
- 9. AUTOCAD FOR DUMMIES
- 10. BARRON'S NURSING SCHOOL ENTRANCE EXAMS
- 11. BARRON'S ACT PREMIUM STUDY GUIDE
- 12. BARRON'S AP BIOLOGY PREMIUM
- 13. BARRON'S AP CALCULUS PREMIUM
- 14. BARRON'S AP COMPUTER SCIENCE A
- 15. BARRON'S AP ENGLISH LANGUAGE AND COMPOSITION PREMIUM (8 PRACTICE TESTS)
- 16. BARRON'S AP ENGLISH LITERATURE AND COMPOSITION PREMIUM
- 17. BARRON'S AP UNITED STATES HISTORY PREMIUM
- 18. BARRON'S ASVAB : ARMED SERVICES VOCATIONAL APTITUDE BATTERY
- 19. BARRON'S GMAT
- 20. BARRON'S GRE
- 21. BARRON'S MAT (MILLER ANALOGIES TEST)
- 22. BARRON'S MCAT (BOOK & CD-ROM)

Initials of Bidder: _____

23. BARRON'S PSAT/NMSQT
24. BARRON'S REAL ESTATE LICENSING EXAMS
25. BARRON'S SAT STUDY GUIDE PREMIUM
26. BARRON'S TEAS PRACTICE TESTS
27. BARRON'S TOEFL IBT (BOOK & AUDIO CDS)
28. BEST AMERICAN MYSTERY STORIES (PAPER)
29. BEST AMERICAN POETRY (CLOTH)
30. BEST AMERICAN SHORT STORIES (HARDCOVER)
31. BEST AMERICAN TRAVEL WRITING (PAPER)
32. BEST COLLEGES (PRINCETON REVIEW)
33. BEST SHORT STORIES: THE O. HENRY PRIZE WINNERS (PAPER)
34. BEST VALUE COLLEGES (COLLEGES THAT PAY YOU BACK) (PRINCETON REVIEW)
35. BIRNBAUM'S DISNEYLAND
36. BUDGET OF THE UNITED STATES GOVERNMENT.
37. C++ FOR DUMMIES
38. CHASE'S CALENDAR OF EVENTS
39. CHICAGO MANUAL OF STYLE
40. CHILDREN'S WRITER'S AND ILLUSTRATOR'S MARKET
41. CIA WORLD FACTBOOK
42. CLEP OFFICIAL STUDY GUIDE
43. COLLECTOR CAR PRICE GUIDE
44. COLLEGE BLUE BOOK. (5 VOLS)
45. COMPLETE BOOK OF COLLEGES (PRINCETON REVIEW)
46. COMPLETE GUIDE TO PRESCRIPTION & NONPRESCRIPTION DRUGS
47. CompTIA LINUX + STUDY GUIDE
48. COMPTIA NETWORK + ALL-IN-ONE EXAM GUIDE
49. COMPUTERS FOR SENIORS FOR DUMMIES
50. CRC HANDBOOK OF CHEMISTRY AND PHYSICS
51. CRIME IN THE UNITED STATES
52. CURRENT MEDICAL DIAGNOSIS AND TREATMENT
53. DIGITAL PHOTOGRAPHY FOR DUMMIES
54. DK EYEWITNESS TOP 10 TRAVEL GUIDE. ORLANDO
55. DK EYEWITNESS TRAVEL GUIDES. ALASKA
56. DK EYEWITNESS TRAVEL GUIDES. AMSTERDAM
57. DK EYEWITNESS TRAVEL GUIDES. ARGENTINA
58. DK EYEWITNESS TRAVEL GUIDES. ARIZONA AND THE GRAND CANYON
59. DK EYEWITNESS TRAVEL GUIDES. AUSTRALIA
60. DK EYEWITNESS TRAVEL GUIDES. AUSTRIA
61. DK EYEWITNESS TRAVEL GUIDES. BALI AND LOMBOK
62. DK EYEWITNESS TRAVEL GUIDES. BARCELONA AND CATALONIA (PAPER)
63. DK EYEWITNESS TRAVEL GUIDES. BEIJING AND SHANGHAI (PAPER)
64. DK EYEWITNESS TRAVEL GUIDES. BELGIUM AND LUXEMBOURG
65. DK EYEWITNESS TRAVEL GUIDES. BERLIN
66. DK EYEWITNESS TRAVEL GUIDES. BOSTON
67. DK EYEWITNESS TRAVEL GUIDES. BRAZIL (PAPER)

Initials of Bidder: _____

68. DK EYEWITNESS TRAVEL GUIDES. BRUSSELS, BRUGES, GHENT & ANTWERP
69. DK EYEWITNESS TRAVEL GUIDES. BUDAPEST (PAPER)
70. DK EYEWITNESS TRAVEL GUIDES. BULGARIA
71. DK EYEWITNESS TRAVEL GUIDES. CALIFORNIA
72. DK EYEWITNESS TRAVEL GUIDES. CAMBODIA AND LAOS
73. DK EYEWITNESS TRAVEL GUIDES. CANADA
74. DK EYEWITNESS TRAVEL GUIDES. CANARY ISLANDS
75. DK EYEWITNESS TRAVEL GUIDES. CARIBBEAN
76. DK EYEWITNESS TRAVEL GUIDES. CHICAGO
77. DK EYEWITNESS TRAVEL GUIDES. CHILE AND EASTER ISLAND
78. DK EYEWITNESS TRAVEL GUIDES. CHINA
79. DK EYEWITNESS TRAVEL GUIDES. CORSICA
80. DK EYEWITNESS TRAVEL GUIDES. COSTA RICA
81. DK EYEWITNESS TRAVEL GUIDES. CROATIA
82. DK EYEWITNESS TRAVEL GUIDES. CUBA
83. DK EYEWITNESS TRAVEL GUIDES. CYPRUS
84. DK EYEWITNESS TRAVEL GUIDES. CZECH & SLOVAK REPUBLICS
85. DK EYEWITNESS TRAVEL GUIDES. DELHI, AGRA & JAIPUR
86. DK EYEWITNESS TRAVEL GUIDES. DENMARK
87. DK EYEWITNESS TRAVEL GUIDES. DORDOGNE, BORDEAUX & THE SOUTHWEST COAST (PAPER)
88. DK EYEWITNESS TRAVEL GUIDES. EGYPT
89. DK EYEWITNESS TRAVEL GUIDES. ESTONIA, LATVIA, AND LITHUANIA
90. DK EYEWITNESS TRAVEL GUIDES. EUROPE (PAPER)
91. DK EYEWITNESS TRAVEL GUIDES. FLORENCE AND TUSCANY
92. DK EYEWITNESS TRAVEL GUIDES. FLORIDA
93. DK EYEWITNESS TRAVEL GUIDES. FRANCE
94. DK EYEWITNESS TRAVEL GUIDES. GERMANY
95. DK EYEWITNESS TRAVEL GUIDES. GREAT BRITAIN (PAPER)
96. DK EYEWITNESS TRAVEL GUIDES. GREECE
97. DK EYEWITNESS TRAVEL GUIDES. GREEK ISLANDS
98. DK EYEWITNESS TRAVEL GUIDES. HAWAII
99. DK EYEWITNESS TRAVEL GUIDES. HUNGARY
100. DK EYEWITNESS TRAVEL GUIDES. INDIA
101. DK EYEWITNESS TRAVEL GUIDES. IRELAND
102. DK EYEWITNESS TRAVEL GUIDES. ISTANBUL
103. DK EYEWITNESS TRAVEL GUIDES. ITALIAN RIVIERA
104. DK EYEWITNESS TRAVEL GUIDES. ITALY
105. DK EYEWITNESS TRAVEL GUIDES. JAPAN
106. DK EYEWITNESS TRAVEL GUIDES. JERUSALEM, ISRAEL AND THE PALESTINIAN TERRITORIES
107. DK EYEWITNESS TRAVEL GUIDES. KRAKOW
108. DK EYEWITNESS TRAVEL GUIDES. LAS VEGAS
109. DK EYEWITNESS TRAVEL GUIDES. LISBON
110. DK EYEWITNESS TRAVEL GUIDES. LONDON

Initials of Bidder: _____

111. DK EYEWITNESS TRAVEL GUIDES. MADRID (PAPER)
112. DK EYEWITNESS TRAVEL GUIDES. MALAYSIA AND SINGAPORE
113. DK EYEWITNESS TRAVEL GUIDES. MALLORCA, MENORCA AND IBIZA
114. DK EYEWITNESS TRAVEL GUIDES. MEXICO
115. DK EYEWITNESS TRAVEL GUIDES. MILAN AND THE LAKES
116. DK EYEWITNESS TRAVEL GUIDES. MOROCCO
117. DK EYEWITNESS TRAVEL GUIDES. MUNICH AND THE BAVARIAN ALPS
118. DK EYEWITNESS TRAVEL GUIDES. NAPLES & AMALFI COAST
119. DK EYEWITNESS TRAVEL GUIDES. NEW ENGLAND
120. DK EYEWITNESS TRAVEL GUIDES. NEW ORLEANS
121. DK EYEWITNESS TRAVEL GUIDES. NEW YORK CITY
122. DK EYEWITNESS TRAVEL GUIDES. NEW ZEALAND
123. DK EYEWITNESS TRAVEL GUIDES. NORTHERN SPAIN (PAPER)
124. DK EYEWITNESS TRAVEL GUIDES. NORWAY
125. DK EYEWITNESS TRAVEL GUIDES. PACIFIC NORTHWEST
126. DK EYEWITNESS TRAVEL GUIDES. PARIS
127. DK EYEWITNESS TRAVEL GUIDES. PERU
128. DK EYEWITNESS TRAVEL GUIDES. PHILADELPHIA & THE PENNSYLVANIA
DUTCH COUNTRY
129. DK EYEWITNESS TRAVEL GUIDES. POLAND
130. DK EYEWITNESS TRAVEL GUIDES. PORTUGAL
131. DK EYEWITNESS TRAVEL GUIDES. PRAGUE
132. DK EYEWITNESS TRAVEL GUIDES. PROVENCE AND THE COTE D'AZUR
133. DK EYEWITNESS TRAVEL GUIDES. ROME
134. DK EYEWITNESS TRAVEL GUIDES. RUSSIA
135. DK EYEWITNESS TRAVEL GUIDES. SAN FRANCISCO
136. DK EYEWITNESS TRAVEL GUIDES. SARDINIA
137. DK EYEWITNESS TRAVEL GUIDES. SCOTLAND (PAPER)
138. DK EYEWITNESS TRAVEL GUIDES. SEVILLE AND ANDALUCIA (PAPER)
139. DK EYEWITNESS TRAVEL GUIDES. SICILY (PAPER)
140. DK EYEWITNESS TRAVEL GUIDES. SLOVENIA
141. DK EYEWITNESS TRAVEL GUIDES. SOUTH AFRICA
142. DK EYEWITNESS TRAVEL GUIDES. SOUTHWEST USA AND NATIONAL
PARKS
143. DK EYEWITNESS TRAVEL GUIDES. SPAIN
144. DK EYEWITNESS TRAVEL GUIDES. SRI LANKA
145. DK EYEWITNESS TRAVEL GUIDES. ST. PETERSBURG
146. DK EYEWITNESS TRAVEL GUIDES. STOCKHOLM
147. DK EYEWITNESS TRAVEL GUIDES. SWEDEN (PAPER)
148. DK EYEWITNESS TRAVEL GUIDES. SWITZERLAND
149. DK EYEWITNESS TRAVEL GUIDES. SYDNEY
150. DK EYEWITNESS TRAVEL GUIDES. THAILAND
151. DK EYEWITNESS TRAVEL GUIDES. THAILAND'S BEACHES & ISLANDS
152. DK EYEWITNESS TRAVEL GUIDES. THE NETHERLANDS
153. DK EYEWITNESS TRAVEL GUIDES. TOKYO
154. DK EYEWITNESS TRAVEL GUIDES. UMBRIA

Initials of Bidder: _____

155. DK EYEWITNESS TRAVEL GUIDES. USA
156. DK EYEWITNESS TRAVEL GUIDES. VENICE AND THE VENETO
157. DK EYEWITNESS TRAVEL GUIDES. VIENNA
158. DK EYEWITNESS TRAVEL GUIDES. VIETNAM
159. DK EYEWITNESS TRAVEL GUIDES. WASHINGTON D.C.
160. DORLAND'S ILLUSTRATED MEDICAL DICTIONARY
161. EMILY POST'S ETIQUETTE (THUMB INDEXED)
162. ENCYCLOPEDIA OF CAREERS AND VOCATIONAL GUIDANCE
163. EUROPE BY EURAIL (PAPER)
164. EXCEL BIBLE
165. EXCEL FOR DUMMIES
166. FACEBOOK FOR DUMMIES
167. FACEBOOK MARKETING FOR DUMMIES
168. FEDERAL REGULATORY GUIDE
169. FISKE GUIDE TO COLLEGES (PAPER)
170. FODOR'S ALASKA
171. FODOR'S ARIZONA & THE GRAND CANYON
172. FODOR'S BAHAMAS
173. FODOR'S BELIZE
174. FODOR'S BERMUDA
175. FODOR'S BIG ISLAND OF HAWAII
176. FODOR'S BOSTON
177. FODOR'S BUCKET LIST USA
178. FODOR'S CALIFORNIA
179. FODOR'S CANCUN AND THE RIVIERA MAYA (WITH COZUMEL AND THE BEST OF THE YUCATAN)
180. FODOR'S CHICAGO
181. FODOR'S COLORADO
182. FODOR'S ESSENTIAL ARGENTINA
183. FODOR'S ESSENTIAL AUSTRALIA
184. FODOR'S ESSENTIAL CARIBBEAN
185. FODOR'S ESSENTIAL CHINA
186. FODOR'S ESSENTIAL COSTA RICA
187. FODOR'S ESSENTIAL FRANCE
188. FODOR'S ESSENTIAL GERMANY
189. FODOR'S ESSENTIAL GREAT BRITAIN
190. FODOR'S ESSENTIAL GREECE
191. FODOR'S ESSENTIAL HAWAII
192. FODOR'S ESSENTIAL INDIA
193. FODOR'S ESSENTIAL IRELAND
194. FODOR'S ESSENTIAL ITALY
195. FODOR'S ESSENTIAL JAPAN
196. FODOR'S ESSENTIAL NEW ZEALAND
197. FODOR'S ESSENTIAL PERU
198. FODOR'S ESSENTIAL SCANDINAVIA
199. FODOR'S ESSENTIAL SCOTLAND

Initials of Bidder: _____

200. FODOR'S ESSENTIAL SPAIN
201. FODOR'S ESSENTIAL SWITZERLAND
202. FODOR'S ESSENTIAL TURKEY
203. FODOR'S FLORENCE AND TUSCANY (WITH ASSISI & UMBRIA)
204. FODOR'S FLORIDA
205. FODOR'S HONG KONG
206. FODOR'S KAUA'I
207. FODOR'S LAS VEGAS
208. FODOR'S LONDON
209. FODOR'S LOS ANGELES
210. FODOR'S MAUI
211. FODOR'S MONTREAL AND QUEBEC CITY
212. FODOR'S NEW ENGLAND
213. FODOR'S NEW ORLEANS
214. FODOR'S NEW YORK CITY
215. FODOR'S NORTHERN CALIFORNIA
216. FODOR'S NOVA SCOTIA & ATLANTIC CANADA (NEW BRUNSWICK, PRINCE EDWARD ISLAND, NEWFOUNDLAND, LABRODOR)
217. FODOR'S OAHU
218. FODOR'S PACIFIC NORTHWEST
219. FODOR'S PARIS
220. FODOR'S PRAGUE
221. FODOR'S SAN ANTONIO, AUSTIN & THE TEXAS HILL COUNTRY
222. FODOR'S SAN DIEGO
223. FODOR'S SAN FRANCISCO
224. FODOR'S SOUTHERN CALIFORNIA
225. FODOR'S THE COMPLETE GUIDE TO THE NATIONAL PARKS OF THE USA
226. FODOR'S TOKYO
227. FODOR'S TORONTO
228. FODOR'S U.S. AND BRITISH VIRGIN ISLANDS
229. FODOR'S UTAH
230. FODOR'S VANCOUVER AND VICTORIA
231. FODOR'S WALT DISNEY WORLD WITH UNIVERSAL, SEAWORLD AND THE BEST OF CENTRAL FLORIDA
232. FODOR'S WASHINGTON, D.C.
233. FROMMER'S ENGLAND AND SCOTLAND
234. FROMMER'S NASHVILLE AND MEMPHIS
235. FROMMER'S TEXAS
236. GED TEST FOR DUMMIES
237. GET IT TOGETHER FOR COLLEGE
238. GMAT OFFICIAL GUIDE
239. GRANTS REGISTER
240. GUINNESS WORLD RECORDS (HARDCOVER)
241. GUN DIGEST
242. HANDBOOK OF DENOMINATIONS IN THE UNITED STATES
243. HANDBOOK OF UNITED STATES COINS (OFFICIAL BLUE BOOK) (PAPER)

Initials of Bidder: _____

244. HOOVER'S HANDBOOK OF AMERICAN BUSINESS
245. HOOVER'S HANDBOOK OF PRIVATE COMPANIES
246. HOOVER'S HANDBOOK OF WORLD BUSINESS
247. HOW TO GET MONEY FOR COLLEGE (PETERSONS)
248. HOW TO PAY ZERO TAXES
249. HOW TO WRITE A WINNING SCHOLARSHIP ESSAY
250. HOW TO WRITE BETTER RESUMES AND COVER LETTERS
251. INSIGHT GUIDES CRUISING AND CRUISE SHIPS
252. INSIGHT GUIDES. ARGENTINA
253. INSIGHT GUIDES. AUSTRALIA
254. INSIGHT GUIDES. BALI AND LOMBAK
255. INSIGHT GUIDES. BELIZE
256. INSIGHT GUIDES. BRAZIL
257. INSIGHT GUIDES. CANADA
258. INSIGHT GUIDES. CARIBBEAN
259. INSIGHT GUIDES. CHILE
260. INSIGHT GUIDES. COLOMBIA
261. INSIGHT GUIDES. COSTA RICA
262. INSIGHT GUIDES. CROATIA
263. INSIGHT GUIDES. CUBA
264. INSIGHT GUIDES. ECUADOR AND GALAPAGOS
265. INSIGHT GUIDES. EGYPT
266. INSIGHT GUIDES. ENGLAND
267. INSIGHT GUIDES. ESTONIA LATVIA AND LITHUANIA
268. INSIGHT GUIDES. FINLAND
269. INSIGHT GUIDES. FRANCE
270. INSIGHT GUIDES. GERMANY
271. INSIGHT GUIDES. GREECE
272. INSIGHT GUIDES. GREEK ISLANDS
273. INSIGHT GUIDES. GUATEMALA, BELIZE AND THE YUCATAN
274. INSIGHT GUIDES. HUNGARY
275. INSIGHT GUIDES. ICELAND
276. INSIGHT GUIDES. INDIA
277. INSIGHT GUIDES. INDONESIA
278. INSIGHT GUIDES. IRELAND
279. INSIGHT GUIDES. ISRAEL
280. INSIGHT GUIDES. ITALY
281. INSIGHT GUIDES. JAPAN
282. INSIGHT GUIDES. KENYA
283. INSIGHT GUIDES. LAOS & CAMBODIA
284. INSIGHT GUIDES. MADAGASCAR
285. INSIGHT GUIDES. MALAYSIA
286. INSIGHT GUIDES. MALTA
287. INSIGHT GUIDES. MAURITUS REUNION AND SEYCHELLES
288. INSIGHT GUIDES. MEXICO
289. INSIGHT GUIDES. MOROCCO

Initials of Bidder: _____

290. INSIGHT GUIDES. MYANMAR (BURMA)
291. INSIGHT GUIDES. NAMIBIA
292. INSIGHT GUIDES. NEPAL
293. INSIGHT GUIDES. NEW ZEALAND
294. INSIGHT GUIDES. NORWAY
295. INSIGHT GUIDES. PAKISTAN
296. INSIGHT GUIDES. PERU
297. INSIGHT GUIDES. PHILIPPINES
298. INSIGHT GUIDES. POLAND
299. INSIGHT GUIDES. PORTUGAL
300. INSIGHT GUIDES. PROVENCE
301. INSIGHT GUIDES. RUSSIA (PAPER)
302. INSIGHT GUIDES. SCANDINAVIA
303. INSIGHT GUIDES. SCOTLAND
304. INSIGHT GUIDES. SOUTH AFRICA
305. INSIGHT GUIDES. SOUTH AMERICA
306. INSIGHT GUIDES. SOUTH KOREA
307. INSIGHT GUIDES. SPAIN
308. INSIGHT GUIDES. SRI LANKA
309. INSIGHT GUIDES. SWITZERLAND
310. INSIGHT GUIDES. TAIWAN
311. INSIGHT GUIDES. TANZANIA AND ZANZIBAR
312. INSIGHT GUIDES. THAILAND
313. INSIGHT GUIDES. THE NETHERLANDS
314. INSIGHT GUIDES. TURKEY
315. INSIGHT GUIDES. VIETNAM
316. INSIGHT GUIDES. WESTERN EUROPE
317. INTERNATIONAL BUILDING CODE (PAPER)
318. INTERNATIONAL FIRE CODE (PAPER)
319. INTERNATIONAL RESIDENTIAL CODE (PAPER)
320. INVESTING FOR DUMMIES
321. IPAD AND IPAD PRO FOR DUMMIES
322. IPHONE FOR DUMMIES
323. IPHONE FOR SENIORS FOR DUMMIES
324. J K LASSER'S YOUR INCOME TAX (PAPER)
325. JAVA FOR DUMMIES
326. JEFF HERMAN'S GUIDE TO BOOK PUBLISHERS, EDITORS AND LITERARY AGENTS
327. K&W GUIDE TO COLLEGES FOR STUDENTS WITH LEARNING DIFFERENCES (PRINCETON REVIEW)
328. KAPLAN ACT PREP PLUS (BOOK AND ONLINE)
329. KAPLAN ASVAB PREP PLUS (BOOK + ONLINE)
330. KAPLAN ATI TEAS
331. KAPLAN DAT PREP PLUS
332. KAPLAN GED TEST PREP
333. KAPLAN GMAT STRATEGIES PRACTICE AND REVIEW

Initials of Bidder: _____

334. KAPLAN GRE PREP PLUS
335. KAPLAN MCAT 528
336. KAPLAN NCLEX-PN EXAM
337. KAPLAN NCLEX-RN CONTENT REVIEW GUIDE
338. KAPLAN NCLEX-RN PREP
339. KAPLAN PSAT/ NMSQT PREP
340. KAPLAN SAT
341. KNOCK 'EM DEAD
342. KOVELS' ANTIQUES AND COLLECTIBLES PRICE GUIDE
343. LAPTOPS FOR DUMMIES
344. LAPTOPS FOR SENIORS FOR DUMMIES
345. LET'S GO. EUROPE
346. LONELY PLANET. AFRICA
347. LONELY PLANET. ALASKA (PAPER)
348. LONELY PLANET. AMSTERDAM
349. LONELY PLANET. AUSTRALIA
350. LONELY PLANET. AUSTRIA
351. LONELY PLANET. BANFF GLACIER AND JASPER NATIONAL PARK
352. LONELY PLANET. BELIZE
353. LONELY PLANET. BERLIN
354. LONELY PLANET. BRAZIL
355. LONELY PLANET. BRITISH COLUMBIA
356. LONELY PLANET. CALIFORNIA
357. LONELY PLANET. CANADA
358. LONELY PLANET. CARIBBEAN ISLANDS
359. LONELY PLANET. COSTA RICA
360. LONELY PLANET. DENMARK
361. LONELY PLANET. DOMINICAN REPUBLIC & HAITI
362. LONELY PLANET. EGYPT
363. LONELY PLANET. GREAT BRITAIN
364. LONELY PLANET. GREEK ISLANDS
365. LONELY PLANET. HAWAII
366. LONELY PLANET. HONG KONG
367. LONELY PLANET. ICELAND
368. LONELY PLANET. INDIA
369. LONELY PLANET. INDONESIA
370. LONELY PLANET. IRELAND
371. LONELY PLANET. ITALY
372. LONELY PLANET. JAMAICA
373. LONELY PLANET. JAPAN
374. LONELY PLANET. KOREA
375. LONELY PLANET. MALAYSIA, SINGAPORE AND BRUNEI
376. LONELY PLANET. NEPAL
377. LONELY PLANET. NEW ENGLAND
378. LONELY PLANET. NEW ZEALAND
379. LONELY PLANET. PHILIPPINES

Initials of Bidder: _____

380. LONELY PLANET. ROAD TRIPS SAN ANTONIO, AUSTIN & TEXAS BACKCOUNTRY (PAPER)
381. LONELY PLANET. RUSSIA
382. LONELY PLANET. SAN FRANCISCO
383. LONELY PLANET. SEOUL
384. LONELY PLANET. SINGAPORE
385. LONELY PLANET. SOUTH AFRICA, LESOTHO AND SWAZILAND
386. LONELY PLANET. SOUTH-EAST ASIA ON A SHOESTRING
387. LONELY PLANET. TAHITI AND FRENCH POLYNESIA
388. LONELY PLANET. TAIWAN
389. LONELY PLANET. THAILAND
390. LONELY PLANET. USA
391. LONELY PLANET. WASHINGTON, D.C.
392. LONELY PLANET. WEST AFRICA
393. LONELY PLANET. YELLOWSTONE AND GRAND TETONS NATIONAL PARK
394. LONELY PLANET. ZAMBIA MOZAMBIQUE AND MALA
395. LONELY PLANET. ZION AND BRYCE CANYON NATIONAL PARK
396. MACBOOK FOR DUMMIES
397. MACS FOR DUMMIES
398. MASTER THE ASVAB (PETERSON'S)
399. MASTER THE CATHOLIC HIGH SCHOOL ENTRANCE EXAMINATIONS
400. MASTER THE CIVIL SERVICE EXAM (PETERSON'S)
401. MASTER THE FIREFIGHTER EXAM (PETERSON'S)
402. MASTER THE GED (PETERSON'S)
403. MASTER THE GRE (PETERSON'S)
404. MASTER THE SAT (PETERSON'S)
405. MCGRAW HILL ACT
406. MCGRAW-HILL EDUCATION 5 TEAS PRACTICE TESTS
407. MERCK MANUAL OF DIAGNOSIS AND THERAPY
408. MLA HANDBOOK FOR WRITERS OF RESEARCH PAPERS
409. MOON COLORADO
410. MOON MONTANA & WYOMING
411. MOON OREGON
412. MOON UTAH
413. MOON YELLOWSTONE & GRAND TETON
414. MUTUAL FUNDS FOR DUMMIES
415. NATIONAL GEOGRAPHIC GUIDE TO THE NATIONAL PARKS OF THE UNITED STATES
416. NETWORKING FOR DUMMIES
417. NOLO-101 LAW FORMS FOR PERSONAL USE
418. NOLO-BECOMING A U.S. CITIZEN
419. NOLO-BUILDING A PARENTING AGREEMENT THAT WORKS (PREVIOUSLY CHILD CUSTODY)
420. NOLO-CHAPTER 13 BANKRUPTCY
421. NOLO-COMPLETE IEP GUIDE
422. NOLO-COPYRIGHT HANDBOOK

Initials of Bidder: _____

- 423. NOLO-CREDIT REPAIR
- 424. NOLO-CRIMINAL LAW HANDBOOK
- 425. NOLO-DEDUCT IT!
- 426. NOLO-DIVORCE AND MONEY
- 427. NOLO-DIVORCE WITHOUT COURT
- 428. NOLO-EMPLOYER'S LEGAL HANDBOOK
- 429. NOLO-ESTATE PLANNING BASICS
- 430. NOLO-EVERY LANDLORDS GUIDE TO MANAGING PROPERTY
- 431. NOLO-EVERY LANDLORD'S LEGAL GUIDE
- 432. NOLO-EVERY LANDLORD'S TAX DEDUCTION GUIDE
- 433. NOLO-EVERY TENANT'S LEGAL GUIDE
- 434. NOLO-EVERYBODY'S GUIDE TO SMALL CLAIMS COURT. NATIONAL EDITION
- 435. NOLO-EXECUTOR'S GUIDE
- 436. NOLO-FORECLOSURE SURVIVAL GUIDE
- 437. NOLO-FORM A PARTNERSHIP
- 438. NOLO-FORM YOUR OWN LIMITED LIABILITY COMPANY
- 439. NOLO-GET IT TOGETHER
- 440. NOLO-HOME BUSINESS TAX DEDUCTIONS
- 441. NOLO-HOW TO FILE FOR CHAPTER 7 BANKRUPTCY
- 442. NOLO-HOW TO FORM A NONPROFIT CORPORATION
- 443. NOLO-HOW TO GET A GREEN CARD
- 444. NOLO-HOW TO WIN YOUR PERSONAL INJURY CLAIM
- 445. NOLO-HOW TO WRITE A BUSINESS PLAN
- 446. NOLO-INCORPORATE YOUR BUSINESS
- 447. NOLO-IRAS, 401(K)S & OTHER RETIREMENT PLANS
- 448. NOLO-LEASES AND RENTAL AGREEMENTS
- 449. NOLO-LEGAL GUIDE FOR LESBIAN AND GAY COUPLES
- 450. NOLO-LEGAL GUIDE FOR STARTING AND RUNNING A SMALL BUSINESS
- 451. NOLO-LEGAL RESEARCH
- 452. NOLO-LIVING TOGETHER
- 453. NOLO-LLC OR CORPORATION
- 454. NOLO-LONG-TERM CARE
- 455. NOLO-MAKE YOUR OWN LIVING TRUST
- 456. NOLO-NEIGHBOR LAW
- 457. NOLO-NEW BANKRUPTCY
- 458. NOLO-PATENT IT YOURSELF
- 459. NOLO-PATENT, COPYRIGHT AND TRADEMARK
- 460. NOLO-PLAN YOUR ESTATE NATIONAL EDITION
- 461. NOLO-PRENUPTIAL AGREEMENTS
- 462. NOLO-QUICK AND LEGAL WILL BOOK
- 463. NOLO-RENTERS' RIGHTS
- 464. NOLO-REPRESENT YOURSELF IN COURT
- 465. NOLO'S ENCYCLOPEDIA OF EVERYDAY LAW
- 466. NOLO'S ESSENTIAL GUIDE TO BUYING YOUR FIRST HOME
- 467. NOLO'S ESSENTIAL GUIDE TO CHILD CUSTODY & SUPPORT

Initials of Bidder: _____

468. NOLO'S ESSENTIAL GUIDE TO DIVORCE
469. NOLO'S GUIDE TO SOCIAL SECURITY DISABILITY
470. NOLO'S PATENTS FOR BEGINNERS
471. NOLO'S QUICK LLC
472. NOLO-SMALL BUSINESS START UP KIT
473. NOLO-SOCIAL SECURITY, MEDICARE AND GOVERNMENT PENSIONS
474. NOLO-SOLVE YOUR MONEY TROUBLES
475. NOLO-SPECIAL NEEDS TRUSTS
476. NOLO-STAND UP TO THE IRS
477. NOLO-STARTING & BUILDING A NONPROFIT
478. NOLO-TAX SAVVY FOR SMALL BUSINESS
479. NOLO-U.S. IMMIGRATION MADE EASY
480. NOLO-WAYS TO AVOID PROBATE
481. NOLO-WORKING FOR YOURSELF
482. NOLO-YOUR LIMITED LIABILITY COMPANY
483. NOLO-YOUR RIGHTS IN THE WORKPLACE
484. NOVEL AND SHORT STORY WRITER'S MARKET
485. OCCUPATIONAL OUTLOOK HANDBOOK (G P O) (CLOTH)
486. OFFICE ALL-IN-ONE FOR DUMMIES (MICROSOFT OFFICE)
487. OFFICIAL CONGRESSIONAL DIRECTORY (CLOTH)
488. OLD FARMER'S ALMANAC (PAPER)
489. OUTLOOK FOR DUMMIES
490. OVERSTREET COMIC BOOK PRICE GUIDE
491. PASS KEY TO THE ASVAB (BARRON'S)
492. PAYING FOR COLLEGE (PRINCETON REVIEW)
493. PERSONAL FINANCE FOR DUMMIES
494. PETERSON'S FOUR YEAR COLLEGES
495. PHARMACY TECHNICIAN EXAM
496. PHYSICS I FOR DUMMIES
497. PODCASTING FOR DUMMIES
498. POET'S MARKET
499. POWERPOINT FOR DUMMIES
500. PRINCETON REVIEW SAT SUBJECT TEST PHYSICS PREP
501. PRINCETON REVIEW ACT PREP WITH PRACTICE TESTS
502. PRINCETON REVIEW AP BIOLOGY PREP
503. PRINCETON REVIEW AP CALCULUS AB PREP
504. PRINCETON REVIEW AP CHEMISTRY PREP
505. PRINCETON REVIEW AP ECONOMICS MICRO & MACRO PREP
506. PRINCETON REVIEW AP ENGLISH LANGUAGE & COMPOSITION PREP
507. PRINCETON REVIEW AP ENGLISH LITERATURE & COMPOSITION PREP
508. PRINCETON REVIEW AP PHYSICS 1 & 2 PREP
509. PRINCETON REVIEW AP PSYCHOLOGY PREMIUM PREP
510. PRINCETON REVIEW AP SPANISH LANGUAGE & CULTURE PREP
511. PRINCETON REVIEW AP STATISTICS PREP
512. PRINCETON REVIEW AP U.S. GOVERNMENT AND POLITICS PREP
513. PRINCETON REVIEW AP US HISTORY PREP

Initials of Bidder: _____

- 514. PRINCETON REVIEW AP WORLD HISTORY MODERN PREP
- 515. PRINCETON REVIEW GED TEST PREP
- 516. PRINCETON REVIEW GMAT PREMIUM PREP
- 517. PRINCETON REVIEW GRE PREP
- 518. PRINCETON REVIEW LSAT PREMIUM PREP
- 519. PRINCETON REVIEW SAT PREP
- 520. PRINCETON REVIEW SAT SUBJECT TEST MATH 1 & 2
- 521. PRINCETON REVIEW SAT SUBJECT TEST SPANISH PREP
- 522. PRINCETON REVIEW SSAT & ISEE PREP
- 523. PRINCETON REVIEW THE SAT SUBJECT TEST FRENCH PREP
- 524. PRINCETON REVIEW TOEFL iBT PREP
- 525. PRIVATE SECONDARY SCHOOLS (PETERSON'S)
- 526. PROJECT FOR DUMMIES (MICROSOFT)
- 527. PROQUEST STATISTICAL ABSTRACT OF THE UNITED STATES (CLOTH)
- 528. PUBLICATION MANUAL OF THE AMERICAN PSYCHOLOGICAL ASSOCIATION (PAPER)
- 529. PUSHCART PRIZE (HARDCOVER)
- 530. QUICKBOOKS FOR DUMMIES
- 531. QUICKEN THE OFFICIAL GUIDE
- 532. RAND MCNALLY ROAD ATLAS: UNITED STATES, CANADA, MEXICO (PAPER)
- 533. REAL ESTATE LICENSE EXAMS FOR DUMMIES
- 534. RESUMES FOR DUMMIES
- 535. RICK STEVES' AMSTERDAM & THE NETHERLANDS (PAPER)
- 536. RICK STEVES' BEST OF EUROPE (PAPER)
- 537. RICK STEVES' CROATIA AND SLOVENIA (PAPER)
- 538. RICK STEVES' EASTERN EUROPE (PAPER)
- 539. RICK STEVES' ENGLAND (PAPER)
- 540. RICK STEVES' EUROPE THROUGH THE BACK DOOR (PAPER)
- 541. RICK STEVES' FRANCE (PAPER)
- 542. RICK STEVES' GERMANY (PAPER)
- 543. RICK STEVES' ITALY (PAPER)
- 544. RICK STEVES' LONDON (PAPER)
- 545. RICK STEVES' PORTUGAL
- 546. RICK STEVES' SPAIN (PAPER)
- 547. RICK STEVES' VIENNA, SALZBURG & TIROL
- 548. ROUGH GUIDE. CANADA
- 549. ROUGH GUIDE. EUROPE ON A BUDGET
- 550. ROUGH GUIDE. USA
- 551. SCOTT SPECIALIZED CATALOGUE OF UNITED STATES STAMPS
- 552. SCOTT STANDARD POSTAGE STAMP CATALOGUE. VOL 1. U.S. AND COUNTRIES A-B
- 553. SCOTT STANDARD POSTAGE STAMP CATALOGUE. VOL 2. COUNTRIES C-F
- 554. SCOTT STANDARD POSTAGE STAMP CATALOGUE. VOL 3. COUNTRIES G-I
- 555. SCOTT STANDARD POSTAGE STAMP CATALOGUE. VOL 4. COUNTRIES J-M
- 556. SCOTT STANDARD POSTAGE STAMP CATALOGUE. VOL 5. COUNTRIES N-

Initials of Bidder: _____

SAM

- 557. SCOTT STANDARD POSTAGE STAMP CATALOGUE. VOL 6. COUNTRIES
SAN-Z
- 558. SHAREPOINT FOR DUMMIES
- 559. SHOOTER'S BIBLE
- 560. SMALL BUSINESS FOR DUMMIES
- 561. SOCIAL SECURITY HANDBOOK
- 562. SOUTHERN LIVING ANNUAL RECIPES
- 563. SQL FOR DUMMIES
- 564. STANDARD CATALOG OF FIREARMS
- 565. STANDARD CATALOG OF WORLD COINS 1901-2000
- 566. STANDARD CATALOG OF WORLD PAPER MONEY MODERN ISSUES
- 567. STATESMAN'S YEARBOOK
- 568. STOCK INVESTING FOR DUMMIES
- 569. TEACH YOURSELF VISUALLY (WILEY)
- 570. TEACH YOURSELF VISUALLY ANDROID PHONES AND TABLETS
- 571. TEACH YOURSELF VISUALLY iMAC
- 572. TEACH YOURSELF VISUALLY iPad
- 573. TEACH YOURSELF VISUALLY iPhone
- 574. TEACH YOURSELF VISUALLY OFFICE
- 575. TEACH YOURSELF VISUALLY OFFICE (MICROSOFT 365)
- 576. TEACH YOURSELF VISUALLY PHOTOSHOP ELEMENTS
- 577. TEACH YOURSELF VISUALLY POWERPOINT
- 578. TEACH YOURSELF VISUALLY SAMSUNG GALAXY
- 579. TEACH YOURSELF VISUALLY WINDOWS
- 580. TEACH YOURSELF VISUALLY WORD
- 581. TEACH YOURSELF VISUALLY WORDPRESS
- 582. TEXAS ALMANAC (CLOTH)
- 583. TEXAS ALMANAC (PAPER)
- 584. ULTIMATE SCHOLARSHIP BOOK (PAPER)
- 585. UNITED STATES GOVERNMENT MANUAL
- 586. UNOFFICIAL GUIDE TO WALT DISNEY WORLD
- 587. UNOFFICIAL GUIDE TO WALT DISNEY WORLD WITH KIDS
- 588. WASHINGTON INFORMATION DIRECTORY
- 589. WORD FOR DUMMIES
- 590. WORLD ALMANAC AND BOOK OF FACTS (PAPER)
- 591. WORLD TODAY SERIES. AFRICA
- 592. WORLD TODAY SERIES. CANADA
- 593. WORLD TODAY SERIES. EAST AND SOUTHEAST ASIA
- 594. WORLD TODAY SERIES. LATIN AMERICA
- 595. WORLD TODAY SERIES. MIDDLE EAST AND SOUTH ASIA
- 596. WORLD TODAY SERIES. NORDIC, CENTRAL, AND SOUTHEASTERN EUROPE
- 597. WORLD TODAY SERIES. RUSSIA AND EURASIA
- 598. WORLD TODAY SERIES. WESTERN EUROPE
- 599. WRITER'S MARKET

Initials of Bidder: _____

18.0 REQUIRED FORMS:

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

18.1 Vendor Form

18.2 References

18.3 W9 Form

18.4 Tax Form/Debt/Residence Certification

**CONTRACT SHEET
B24-034**

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

This memorandum of agreement made and entered into on the ____ day of _____, 20____,
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

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Trade 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 _____ day of _____ 20_____.

Fort Bend County, Texas

By: _____
County Judge K P George

By: _____
Signature of Contractor

By: _____
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

