

BRAZORIA COUNTY
PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

June 14, 2026

Library Ideas, LLC
Attn: Stephanie Hall
PO Box 9
Vienna, VA 22183
bids@libraryideas.com / stephanieh@libraryideas.com

Re: Award for RFP #26-07 E-Content Material (Resources) for the Library

Dear Ms. Hall:

Brazoria County is pleased to inform you that on June 9, 2026, Commissioners' Court awarded the above listed project to your company for the category of **E-Content Delivery Subscriptions**.

The term of this contract shall be effective October 1, 2026, for a period of one (1) year with an option to renew the contract for up to four (4) additional one-year terms.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria County.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance names Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Casey Greathouse
Brazoria County Contract Specialist

Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406 - Angleton, TX 77515
(979) 864-1825

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 9th day of June 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Library Ideas, LLC of Fairfax, VA.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFP #26-07 E-Content Material (Resources) for the Library** as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, 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 offer.

The order of precedence shall be:

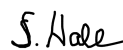
- Brazoria County **RFP #26-07 E-Content Material (Resources) for the Library**
- Vendor's submittal to the above listed RFP and the final accepted pricing

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 Angleton, Texas this 23rd day of June 2026.

By: 
County Judge Signature

By: L.M. "Matt" Sebesta, Jr.
Printed Name

By: 
Signature of Vendor

By: Stephanie Hall, VP of Marketing
Printed Name and Title

LIBRARY IDEAS®, LLC DIGITAL SERVICES AGREEMENT

THIS DIGITAL SERVICES AGREEMENT (this “Agreement”) is made by and between Brazoria County, a governmental entity providing Brazoria County Library System maintaining a physical address at 237 E. Locust, Ste 405, Angleton, TX 77515 hereafter referred to as (the “Library”) and Library Ideas, LLC, a Delaware media company located at P.O. Box 9, Vienna, Virginia 22183 USA, hereafter referred to as (the “Company”). All parties to this Agreement may, from time to time, be referred to as (the “Parties”).

RECITALS

WHEREAS Company has licenses and agreements for media services specifically targeted to libraries which provides the Registered Cardholders of these institutions access to a site or sites to access media legally (the “Service”).

WHEREAS Company wishes to sell institutional Registered Cardholder access and include the right to use the Service to the Library subject to the terms and conditions described in this Agreement.

WHEREAS Library desires to purchase access and use the Service from Company subject to the terms and conditions described in this Agreement.

NOW THEREFORE in consideration of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I.

Definitions

Section 1.01 Definitions. The terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Article I. Any defined term may be used in the singular and in the plural forms, as appropriate in the context.

Section 1.02. “*Service(s) or Digital Services*” refers to the Company’s digital services (that the library is paying to access on Schedule A) which may include Freegal® Music (with or without streaming), Freading® eBooks, Rocket Languages, iVOX, Fiero Code, or Blinkist and is related to Library’s ongoing access to and use of such service via the Internet or Mobile Application.

Section 1.03. “*Effective Date*” Unless otherwise agreed to in writing by the Parties, the “Effective Date” of this Agreement means the date the service is available for use by Library Patrons.

Section 1.04. “*Digital Service(s) Agreement*” means the right to access Company’s Service(s) for a schedule of fees (“Digital Service(s) Price(s)”) expiring after a specified length of time (“Digital Service(s) Term”).

Section 1.05. “*Digital Service(s) Price*” means the price established for the Digital Services Term.

Section 1.06. “*Digital Service(s) Term or Term*” refers to the right to access Company’s Digital Service(s) for a specific period of time. The “Digital Service Term” of this Agreement commences on the Effective Date and ends after the end of the number of months or years indicated in Schedule A.

Section 1.07. “*Library’s Website Portal*” means the Website operated by the Library and open to its Registered Cardholders in order to access and use all digital materials and services of the Library.

Section 1.08. “*Company Website*” means the Website operated by Company and open to the Library and its Registered Cardholders via the Library’s own website portal.

Section 1.09. “*Cardholders or Registered Cardholders*” mean Library’s registered, authenticated cardholders, and all members of the public in the library’s legal service population who have been issued a library card, including onsite and offsite users.

Section 1.10. “*License*” means a revocable permission to commit some act that would otherwise be unlawful such as downloading the copyrighted works of the rightful owner.

Section 1.11. “*Personal Use*” is defined, for purposes of this Agreement, as the use which is of a personal nature and used only by the person who is authorized to use such media, i.e. a downloaded song or other media, and prohibits the sharing of said media with the public or placing such media in the public domain, i.e. sharing songs or media on the internet. This Agreement adopts the definitions of “personal use” as established by the Courts and home country Copyright laws.

ARTICLE II.

Library Ideas Digital Services Terms and Conditions

Section 2.01. *Digital Service(s) Price.* Company will charge Library a price for access. The price is described herein in Schedule A.

Section 2.02. *All Purchases are Final.* All purchases of Services are final. No refunds are allowed unless the product is not delivered.

Section 2.03. *Payment Due Date.* All fees and charges are due and payable 30 days from the date of the related invoice. The Company may deny Library and its Patrons access to Library’s Company Website until the unpaid invoice is paid in full.

Section 2.04. *Limits on the Service.* Registered Cardholders of Library have limits on access to the Service as specified in Schedule A.

Section 2.05. Renewal and Termination

Subsection 2.05.A. *Termination by Expiration of Term.* This Agreement will terminate automatically at the end of the Digital Services Term mentioned on Schedule A. If Library wishes to renew for an additional Term, Library may contact Company at any time during or after the end of the current Term and agree to a new Digital Services Term. The Library may renew or extend its Digital Services Term for an agreed upon Digital Services Price by email to an authorized representative of the Company, and all terms and conditions of this Agreement will be automatically extended to coincide with the new Digital Services Term(s).

Subsection 2.05.B. *Termination for Breach of this Agreement.* Either party may terminate this Agreement or one of the individual Digital Service(s) for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events: (1) a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within 10 days of the notice; or (2) a party breaches any Material provision of this Agreement provided that the breach cannot be, or is not, cured within 30 days of the notice. Material terms of this Agreement are Sections 2.03, 2.05, 2.06, 2.07, 2.08,

2.09, 2.12, 3.01, and 3.02. *Termination for convenience.* The Library may terminate this contract for convenience at any time by providing Company thirty (30) days written notice of its intent to terminate. Termination shall not entitle Library to any refund or reimbursement for service already purchased.

Section 2.06. *Provision of Digital Services.* During the Term, the Company will establish, host, and administer Company's Website or Mobile Application. The Library and its Cardholders will access Company's Service(s) through Library's Website Portal or via the Mobile Application. The Library and its Cardholders will access the Library's Service(s) either inside the library (if allowed and enabled) using the Library's own Internet connection or remotely as allowed. Company will deny access to anyone attempting to access the Service from countries where legally required. Service will have reasonable periods of scheduled maintenance in which the Service is not available. Otherwise Service will be available at commercially accepted standards of operation.

Section 2.07. *Library and Cardholder Usage - Limiting Access Measures.* The Library will be solely responsible for authenticating which Cardholders will have access to the Library's Website under this Agreement. However, the Company may facilitate this process. Except for standard fees charged by Library to its Cardholders, the Library will not charge any Cardholder for the use of the Company's Website.

Section 2.08. *Library's Company Website and Mobile Application.* The use of the Company's Website and Mobile Application by the Library and its Patrons will be governed by the End User Agreement. If Patrons violate the End User Agreement, Company reserves the right, in its sole discretion, to suspend the Library's or the Patrons' access to and use of the Company's Website or Mobile Application. The Library acknowledges and agrees that, in the case of repeated or persistent violations, the Company may terminate this Agreement after following the provisions as listed in Section 2.05B herein and issue a pro-rated refund for unused service.

Section 2.09. *Copyrighted Works.* Library acknowledges and agrees that the copyright to each digital file is owned by the respective publisher thereof. All Rights Reserved.

Section 2.10. *No Copyright Conveyed.* Upon signing this Agreement, Library will receive a license coinciding with the Term to access the Company's Service via the Library's Website Portal and access the Service(s) the Library has purchased access to. Library will not acquire any other rights in the Company or the Company's Service.

Section 2.11. *Offensive Content.* Company makes no warranty and no representations against claims of offensive content by Cardholders and does not have the ability to remove specific elements of the Service for just one library participating in the Service.

Section 2.12. *Publicity and Marketing.* Library agrees to use only the Publicity and Marketing Material given to it by the Company unless otherwise approved in writing by the Company. The Company will send Library a template press release and marketing kit in advance of the Library going live with the Service. The terms of this Agreement are Confidential, except where disclosure is required by law including the Texas Public Information Act. The name of the Service(s) is/are as indicated in Schedule A, and the Library will not promote the Service under any other name.

ARTICLE III Elements of the Service

Section 3.01. Member Access & Clean Sweep Protocols. For all Library computers and mobile devices capable of accessing the Company's Website or Mobile Application, Library will implement a Clean Sweep or similar type program which functions to log-out or wipe clean the information existing on the computer screen of the previous Cardholder.

Section 3.02. Reports. Payment of the Digital Services Price entitles Library to the standard reports offered by Company which gauges the use of Company's Service(s).

ARTICLE IV General Provisions

Section 4.01. Governing Law. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of this Agreement or its formation) shall be governed by and construed in accordance with the laws of the State of Texas in the United States of America.

Section 4.02. Notice to Parties. All notices from either party to the other under this Agreement shall be sent by overnight courier service, or by registered or certified mail, return receipt requested, or hand-delivered with signed receipt. Whenever in this Agreement reference is made to a Notice to be given, such Notice shall be deemed given when mailed, or hand-delivered to the proper notice address of the party to be notified. Notices shall be addressed in care of the individual representatives identified herein and mailed to the address designated for each Party and listed in the Signature Page of this Agreement. Either party may, from time to time, designate a different address for receiving Notices by giving the other party notice of the change of address in the manner above specified.

Section 4.03. Assignment. Library may not sell, assign, transfer or convey this Agreement or any rights and obligations thereto. However, Company may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

Section 4.04. Successors & Assigns. This Agreement shall be binding on and inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns.

Section 4.05. Section Partial Invalidity. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.06. Separability. Each and every covenant or understanding contained in this Agreement shall, for all intents and purposes, be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be found invalid and unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is valid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 4.07. Headings. The headings to the various paragraphs and/or Sections of this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

Section 4.08. Limited Warranty. Company warrants that Company has the necessary authority to license the Service(s) to Library and, if applicable, to provide Service(s) to Library. Company warrants that it will use its commercially reasonable efforts to provide such Service(s) as described in this Agreement.

Section 4.09. Limitation on Liability. Neither party will claim special, incidental, indirect, or consequential damages, including lost profits for breach of this Agreement. This limitation will also apply to any claims brought against Company's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of Digital Service(s) Price(s) paid by Library to the Company during the 12 month period immediately preceding the date on which the claim first arose. This provision does not apply to claims involving gross negligence or willful misconduct by the Company.

Section 4.10. Force Majeure. Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed after the Effective Date.

IN WITNESS WHEREOF the parties hereto by and through their authorized agents, have duly affixed their signatures under seal as of the date shown herein.

[SIGNATURES TO FOLLOW]

Company:

LIBRARY IDEAS, LLC

By: S. Hall

Date: 6/23/2026

Address:

P.O. Box 9

Vienna, Virginia 22183 USA

BRAZORIA COUNTY

By: 
Authorized Agent/Representative

L.M. "Matt" Sebesta, Jr.
Print Name

Date: June 23, 2026

Address:
BRAZORIA COUNTY
237 E. Locust St. Suite 405
Angleton, TX 77515

BRAZORIA COUNTY
Brazoria County, TX

SCHEDULE A

<u>Service Name</u>	<u>Term</u>	<u>Pricing</u>
Freegal Music+	1 Year	\$ 21,600
Total:		\$ 21,600

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Stephanie Hall (Person name), the undersigned representative of (Company or Business Name) Library Ideas, LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

6/15/2026

DATE

S. Hall

SIGNATURE OF COMPANY REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Library Ideas, LLC
Vienna, VA United States

Certificate Number:
2026-1477327

Date Filed:
06/15/2026

Date Acknowledged: 6/18/2026

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

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #26-07
E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Stephanie Hall, and my date of birth is 12/19/1970.

My address is 11809 Cable Rd, Berlin Heights, OH, 44814, USA.
(city) (state) (zip code) (country)

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

Executed in Erie County, State of Ohio, on the 15 day of June, 2026.
(month) (year)

S. Hall

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A – REQUIRED DOCUMENTS

*Note: In order to sign the following documents electronically and insert an authorized signature into the PDF, you will need to use the **latest version of Adobe Reader**. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.*

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

Library Ideas, LLC

LEGAL NAME OF CONTRACTING COMPANY

271181798

FEDERAL I.D. # (Company or Corporation)

KKFPCJKMDA77

SAM.GOV UEI NUMBER

571-730-4300

TELEPHONE NUMBER

961791501

DUN & BRADSTREET D-U-N-S NUMBER

571-730-4305

FACSIMILE NUMBER

Stephanie Hall

CONTACT PERSON

VP of Marketing

TITLE

PO Box 9

COMPLETE MAILING ADDRESS

Vienna, VA

CITY & STATE

22183

ZIP CODE

3949 Pender Drive #230

COMPLETE STREET ADDRESS

Fairfax, VA

CITY & STATE

22030

ZIP CODE

bids@libraryideas.com

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.



SIGNATURE

“must be authorized to execute on behalf of company”

2/26/26

DATE

Stephanie Hall

Typewritten or Printed Name

VP of Marketing

Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Does not own taxable property in Brazoria County.

☒ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No. 19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Is not excluded from doing business at the federal level.

☒ Is not listed as Specially Designated Nationals (SDNs)/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name Library Ideas, LLC

Signature of Company Official S. Hall Date 2/26/26
Authorizing the Bid/Offer

Company Official
(Printed Name) Stephanie Hall

Official's Position VP of Marketing

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H.** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #26-07, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.



SIGNATURE

Stephanie Hall

Typewritten or Printed Name

2/26/26

DATE

VP of Marketing

Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Stephanie Hall, VP of Marketing

Typed Name and Title

Library Ideas, LLC

Applicant / Organization

2/26/26

Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>S. Hall</u> Print Name: <u>Stephanie Hall</u> Title: <u>VP of Marketing</u> Telephone No.: <u>571-730-4300</u> Date: <u>2/26/26</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

 ✓ Company **does not** have exceptions *(If applicable, check here)*

Or

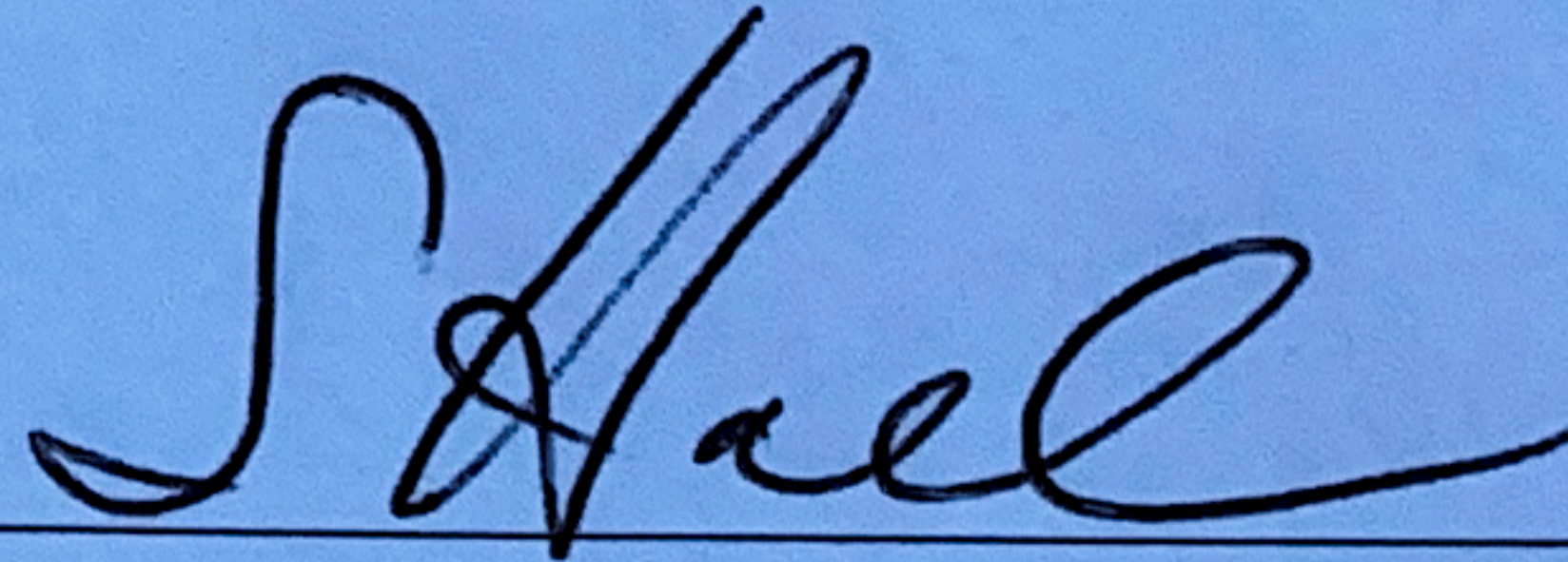
 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER Brazoria County

Before me, the undersigned authority, on this day personally appeared Stephanie Hall
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and
on behalf of Library Ideas, LLC ("Contractor"), of and is fully cognizant of the fact herein
set out: that Contractor has not, either directly or indirectly, entered into any agreement with OWNER in any
collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for
the above referenced project.

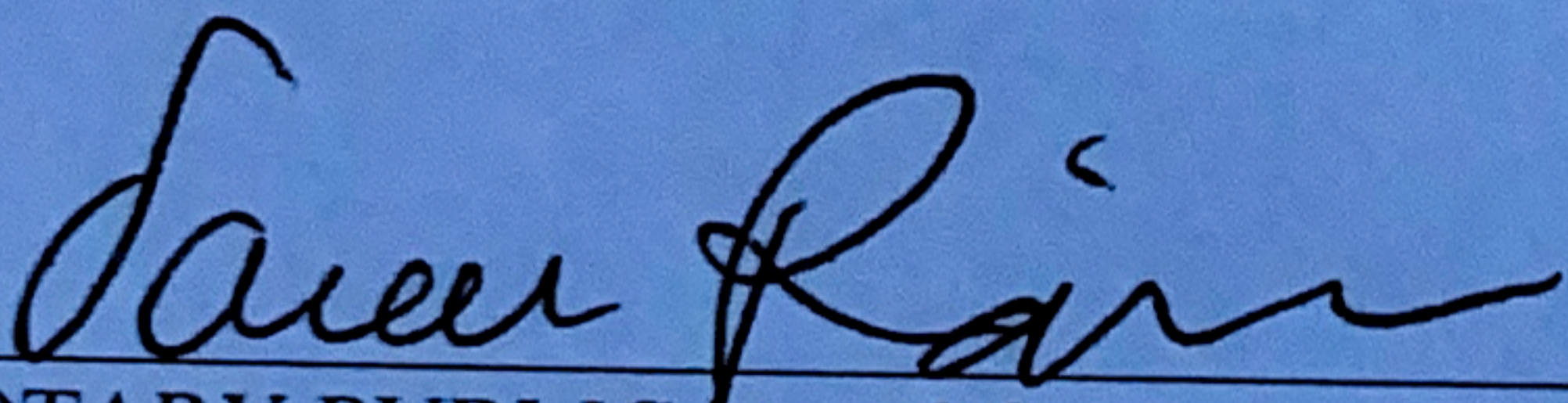


Stephanie Hall, VP of Marketing

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said Stephanie Hall, this 8
day of April, 20 20, to certify which witness my hand and seal of
office.



NOTARY PUBLIC in and for

State of Ohio

Printed Name: Sarah Richards

My Commission Expires: May 2, 2020



SARAH RICHARDS
Notary Public
State of Ohio
My Comm. Expires
May 2, 2026

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Library Ideas, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3 Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.****6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 
Signature of vendor doing business with the governmental entity

2/26/26

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

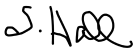
(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**

	2/26/26
SIGNATURE	DATE
“must be authorized to execute on behalf of company”	
Stephanie Hall	VP of Marketing
Typewritten or Printed Name	Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section [552.301](#):

(1) a request for an attorney general's decision under Section [552.301](#)(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section [552.301](#)(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section [552.301](#)(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section [552.301](#)(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section [552.302](#) does not apply to information described by Subsection (b) if the governmental body:

- (1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;
- (2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and
- (3) if applicable and notwithstanding the deadlines prescribed by Sections [552.301](#)(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section [552.301](#) regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section [552.371](#) must require a contracting entity to:

- (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;
- (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and
- (3) on completion of the contract, either:
 - (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or
 - (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section [552.374](#)(c) applies, a bid for a contract described by Section [552.371](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552](#), Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section [552.371](#) shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

- (1) be in writing;
- (2) state the requirement of this subchapter that the entity has violated; and
- (3) unless Section [552.374](#)(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section [552.371](#) if:

- (1) the governmental body provides notice under Section [552.373](#) to the entity that is party to the contract;
 - (2) the contracting entity does not cure the violation in the period prescribed by Section [552.373](#);
 - (3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and
 - (4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.
- (b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:
- (1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and
 - (2) the entity establishes a records management program to enable the entity to comply with this subchapter.
- (c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. [943](#)), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Library Ideas, LLC

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Stephanie Hall

PRINTED NAME

VP of Marketing

TITLE

2/26/26

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Stephanie Hall

Title: VP of Marketing

Email Address: bids@libraryideas.com

Phone Number: 571-730-4300

Name: Kyle Wiseman

Title: Vice President Sales & Marketing

Email Address: kylew@libraryideas.com

Phone Number: (571) 642-3949

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principle place of business is located):

Library Ideas, LLC

Company Name

3949 Pender Drive #230

Address

Fairfax

City

VA

State

22030

Zip Code

- A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

- B. What is the prescribed amount of percentage? \$ _____ or _____ %

EXHIBIT B – VENDOR’S RESPONSE

EXHIBIT B – THE FOLLOWING ADDITIONAL REQUIREMENTS ARE TO BE SUBMITTED WITH YOUR RFP RESPONSE:

- BID TABLE WITH PRICING
- VENDOR RESPONSE TO EVALUATION CRITERIA
- VENDOR REFERENCES
- SIGNED ADDENDA *(if applicable)*
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)*
- AGREEMENTS OR TERMS AND CONDITIONS

BRAZORIA COUNTY BID TABLE

RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY ATTACHMENT A BID TABLE

DESCRIPTION - PRODUCT NAME	PRICE
E-CONTENT DELIVERY PLATFORMS (see 2.1 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
E-CONTENT DELIVERY SUBSCRIPTIONS (see 2.2 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Freegal Music+	\$21,600
Service Includes: 24 hour streaming access, 5 downloads per user per week	
Additional Fees: None	
E-CONTENT Available for License or Purchase (see 2.3 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
N/A	

Databases and Online Learning Services (see 2.4 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Arts & Crafts - Resource for library patrons to learn about various crafts, including patterns or other information.	
N/A	
Business - Resource with information and tools for small businesses and non-profits.	
N/A	
Career Resources - Resource for those looking to enhance their career prospects through coaching, resume help, interview tips, and more.	
N/A	
Genealogy - Resource for library patrons to search their family histories.	
N/A	
Homework Help & Reference - Resource for library patrons to be able to search for information and receive homework help and/or resources.	
N/A	
Investment - Resource for library patrons to research stock and other investments.	
N/A	
Languages - Resource for library patrons to learn a new language.	
N/A	
Literature - Resource for library patrons to learn about books, authors, and other literary topics including criticism and reviews.	
N/A	

Publishing - Resource that assists library patrons to learn about publishing their own book, including assistance with formatting, printing, and marketing.	
N/A	
Databases and Online Learning Services (see 2.5 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Analytics Services - Reporting tools that enable the Library to evaluate the usage, performance and value of library material.	
N/A	
Databases and Online Learning Services (see 2.6 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Database and Holdings Subscription- Access to bibliographic databases, holdings subscriptions, and/or cataloging tools that support BCLS in maintaining accurate, comprehensive and up to date catalog records.	
N/A	
Other - Resource or service that can apply to one or more of the categories above, or a category not noted above.	
N/A	

VENDOR TO INSERT RESPONSE HERE
(Include the information below in the specified order)

- **Direct Costs** (*4 page maximum*)
 - Cost of services and basis for price (cardholder, population, etc.)
 - Price of annual services beyond platform and set up fees (pricing schedule)
 - Price for all options listed in Attachment A – Bid Table
- **Coverage Provided** (*4 page maximum*)
 - Breadth and depth of content/learning services available to suit BCLS needs
 - Description of how products are suitable for libraries
- **Customer Service** (*4 page maximum*)
 - Ease of service / platform use
 - Suitability of reporting tools to meet BCLS needs
 - Method for patron authentication
- **Company Data & Experience** (*5 pages maximum*)
 - Ability to provide services requested
 - Years in business
 - Service reliability / stability
 - Value added services provided to the library as a purchaser or subscriber
- **Pricing Validity Period** (*1 page maximum*)
 - Length of time pricing can be held.
- **Additional Company Information** (*10 page maximum*)
 - Include any other additional information that will provide further insight as to your company's qualifications in providing services
 - Any license terms and conditions or agreements that will need to be signed pertaining to this contract

DIRECT COSTS

Cost of Service

Freegal Music+: \$21,600 annually

The annual subscription includes:

- 24-hour streaming access
- 5 downloads per user per week
- No platform or set up fees

Price of Annual Services Beyond Platform and Set Up Fees

\$0.00

There are no additional charges for:

- Platform access
- Hosting
- Training
- End user documentation
- Service updates or enhancements

Cost Basis

Pricing is based on:

- Library cardholder count
- Population of the library's service area

COVERAGE PROVIDED

Freegal Music+ provides library patrons with 24-hour unlimited streaming access, meeting modern user expectations for on-demand digital music availability anytime and anywhere.

Breadth and Depth of Content

Freegal Music+ provides library patrons with access to a large and diverse music catalog designed to meet the wide-ranging interests of a public library community.

The service includes:

- Access to over 20 million songs
- More than 2.6 million albums
- Content representing 200+ genres
- Music from labels spanning 100+ countries
- Over 200,000 new songs added monthly

Freegal Music+ supports discovery across a broad spectrum of musical categories including:

• Popular and contemporary music, Classical, Jazz, Country, Blues, Gospel, Children's music, & International music
Patrons may stream and download music, create playlists, and explore new releases through a continuously updated catalog.

Service Accessibility and Features

Freegal Music+ is designed for ease of patron use and broad device compatibility.

The platform offers:

- Unlimited streaming access
- Weekly download allowances (as defined by subscription plan)
- Playlist creation and sharing
- Mobile applications for iOS, Android, and Kindle Fire

The user interface is available in multiple languages:

- English • Spanish • French • Italian • German

All Freegal Music+ services are ad-free, ensuring an uninterrupted user experience consistent with library service expectations.

Suitability for Libraries

Freegal Music+ is built specifically for the public library environment and aligns with library service objectives:

- Expands access to digital music content without per-use cost fluctuations
- Supports equitable patron access through library authentication
- Provides predictable annual subscription pricing
- Eliminates commercial advertising exposure
- Encourages discovery, learning, and recreational engagement

Since its introduction in 2010, Freegal Music+ has been widely adopted by public libraries as a trusted and established digital music solution.

CUSTOMER SERVICE

Ease of Service / Platform Use

Freegal Music+ is designed for intuitive patron use and minimal staff administration. The platform features a clean, modern interface with clearly labeled navigation tools that allow patrons to quickly search, browse, stream, and download music.

Key usability features include:

- Simple top-level navigation including Home, My Music, Playlists, Favorites, Genres, Downloads, and Advanced Search
- Prominent search functionality for artists, albums, songs, and genres
- Personalized homepage recommendations based on listening activity
- Clearly displayed download allowances and unlimited streaming indicators
- Playlist creation and sharing capabilities
- Mobile apps available for iOS, Android, and Kindle Fire

The homepage provides curated sections such as:

- Featured Songs
- Recommended Playlists
- Trending Playlists
- New Albums
- Artists You Might Like

These discovery tools help patrons easily explore content without requiring advanced technical skills.

Freegal Music+ requires no special software installation beyond standard web browser access or mobile app download. The platform is responsive and optimized for desktop, tablet, and mobile use, supporting patron access from home or within library facilities.

Suitability of reporting tools to meet BCLS needs

Freegal Music+ provides libraries with self-service reporting tools designed to deliver clear, actionable usage data.

The administrative reporting interface allows authorized library staff to:

- Select reporting periods by year or month
- Separate streaming and download reports
- Export reports in Excel or PDF format
- Email reports directly to multiple recipients

The reporting system is designed for ease of use and does not require specialized technical training. Reports may be generated on demand, enabling BCLS to monitor usage activity, track streaming and download trends, and evaluate overall patron engagement.

Method for patron authentication

Brazoria County Library System patrons' access Freegal Music+ through the library's branded Freegal site.

Patrons log in using their library card number and PIN. Credentials are securely transmitted and validated through Brazoria County's existing authentication system before access is granted.

COMPANY DATA & EXPERIENCE

Ability to provide services requested

Library Ideas has an established history of successfully providing Freegal Music+ services to Brazoria County Library System.

Freegal Music+ currently delivers:

- Unlimited simultaneous patron access
- 24-hour streaming
- Weekly download allowances
- Secure authentication through the library's existing card number and PIN system
- A branded Freegal interface for Brazoria County
- Administrative reporting through a secure online dashboard

The service is fully operational and supported by scalable server infrastructure designed to accommodate high traffic volumes without service degradation.

Library Ideas maintains dedicated customer support, technical, and accounting teams to ensure continued stability, reporting accuracy, and administrative responsiveness.

As an existing service provider to Brazoria County, Library Ideas has demonstrated its operational capability, system reliability, and ability to meet the service requirements outlined in this RFP.

Years in business

Library Ideas, LLC was founded in 2009 and has operated continuously for 15 years.

Service reliability / stability

Freegal Music+ is a well-established digital music service that has been operating in public libraries since 2010. The platform serves more than 2.5 million users worldwide and supports unlimited simultaneous access without holds or waitlists.

The service is supported by scalable server infrastructure designed to accommodate high traffic volumes while maintaining consistent performance.

Digital services are hosted in secure cloud environments with built-in redundancy and failover capabilities to ensure high availability. Systems are monitored for performance and uptime, and infrastructure is regularly maintained and updated.

Freegal Music+ has demonstrated long-term operational stability and continues to deliver uninterrupted access for participating libraries, including Brazoria County Library System.

Value added services provided to the library as a purchaser or subscriber

In addition to core streaming and download access, Freegal Music+ provides ongoing operational, marketing, and content enhancements designed to support patron engagement and administrative efficiency.

Libraries receive access to a comprehensive marketing kit available on our website, including ready to use graphics, promotional copy, social media assets, and customizable materials to support local outreach efforts.

Freegal also provides weekly marketing newsletters highlighting new releases, trending artists, curated playlists, and promotional themes. These updates allow libraries to consistently promote fresh content and keep patrons informed about the most popular and relevant music available on the platform.

In addition, monthly Freegal newsletters provide product updates, feature highlights, usage insights, and promotional guidance to ensure library staff remain informed and equipped to maximize patron engagement.

These value-added services are designed to help libraries actively promote Freegal Music+ while reducing the administrative burden on staff.

Unlimited Simultaneous Access

All eligible patrons may access the platform at the same time without holds or waitlists.

Ongoing Content Expansion

The music catalog continues to expand, with more than 200,000 new songs added monthly. This ensures continued access to current releases and a broad range of genres.

Regular Homepage and Featured Content Updates

Featured songs, albums, playlists, and trending selections are refreshed regularly to support discovery and maintain a current user experience.

Continuous Platform Maintenance

System updates, security enhancements, and performance improvements are implemented in the background without service disruption or required administrative action by the library.

Administrative Reporting Dashboard

Authorized staff have access to a secure online dashboard for on-demand usage reporting, including downloadable Excel and PDF reports.

Local Content Control Options

The library retains control over whether explicit content downloads are permitted, supporting alignment with local policy decisions.

PRICING VALIDITY PERIOD

Pricing Validity Period

Pricing submitted in response to this RFP shall remain firm and valid for a period of 120 days from the proposal submission deadline.

ADDITIONAL VENDOR DOCUMENTATION

(Vendor to include any additional information that will provide further insight as to your company's qualifications in providing services.)

VENDOR REFERENCES

Provide references for the services under consideration. Preference is to contracts similar in scope as stated in the RFP.

1. Name of government or agency: Los Angeles Public Library
Address: 630 W. FIFTH ST., LOS ANGELES, CA 90071
Contact Name: Catherine Royalty, Collection Services Manager
Phone Number: 213-228-7191
\$ amount of project / contract: Annual subscription agreement
Contract / Project dates: Freegal Music+ (since 2011)

2. Name of government or agency: Orange County Library System
Address: 101 EAST CENTRAL BOULEVARD, ORLANDO, FL 32801
Contact Name: Rebecca Colbert, Collection Services
Phone Number: 702-507-6310
\$ amount of project / contract: Annual subscription agreement
Contract / Project dates: Freegal Music+ (since 2010)

3. Name of government or agency: Las Vegas Clark County Library District
Address: 7060 W WINDMILL LN, LAS VEGAS, NV 89113
Contact Name: Rebecca Colbert, Collection Services
Phone Number: 702-507-6310
\$ amount of project / contract: Annual subscription agreement
Contract / Project dates: Freegal Music+ (since 2012)

4. Name of government or agency: Glendale Library Arts & Culture
Address: 222 E. HARVARD ST., GLENDALE, CA 91205
Contact Name: Michael Hahn, Principal Administrator
Phone Number: 818) 548-2021
\$ amount of project / contract: Annual subscription agreement
Contract / Project dates: Freegal Music+ (since 2011)

5. Name of government or agency: Volusia County Public Library
Address: 1291 INDIAN LAKE ROAD, DAYTONA BEACH, FL 32124
Contact Name: Brook White, Collection Development & Acquisitions Manager
Phone Number: (386) 248-1745
\$ amount of project / contract: Annual subscription agreement
Contract / Project dates: Freegal Music+ (since 2013)

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

✓ Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

(Vendor to insert exceptions here)

SIGNED ADDENDA (IF APPLICABLE)

(Vendor to insert signed addenda here)

BRAZORIA COUNTY

ADDENDUM NUMBER 1_____

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: "For the Bid Table, can you please confirm pricing should be provided for year one only? Our pricing is typically subject to increase year-over-year. Should we note the percent of increase for the 4 potential renewal years?"

Brazoria County Answer: Yes, pricing should be provided for year one. If awarded at time of renewal vendors can propose price increases supported by CPI or PPI reports.

- 2.2 Vendor Question: "Can you please confirm that vendors can choose either to submit a proposal electronically via Bonfire or submit a hard copy response (i.e. can BCLS confirm that both electronic and hard copy proposals are not needed)?"

Brazoria County Answer: Only one proposal is required either by Bonfire, which is the preferred method of submission or by hard copy.

- 2.3 Vendor Question: "Per section 17, Disclosure of Certain Relationship, it is suggested that completed forms should be included with our proposal, as well as sent to the provided address. If we elect to submit our proposals electronically, do these forms still need to be mailed to this provided address?"

Brazoria County Answer: Yes. The Purchasing office needs a record as well as the County Clerk's office, which is the address listed in section 17.

- 2.4 Vendor Question: "Does BCLS want proposed exceptions to be submitted in our response in both Exhibit A and Exhibit B? Further regarding exceptions, the main RFP document on pg. 21 notes that "Respondent must clearly identify any conflict with terms and conditions by denoting them on the same page where the conflicting terms and conditions appear." How, ultimately, should proposed exceptions be presented in our response?"

Brazoria County Answer: Yes, exceptions needed to be included in both exhibits. If all exceptions will not fit on one page under the check fields you may insert them as a separate page in your response clearly marked as exceptions.

- 2.5 Vendor Question: "Can BCLS confirm the order of documents for Exhibit B? The Table of Contents on pg. 4 of the main RFP documents lists a different document order than what is suggested within Exhibit B."

Brazoria County Answer: Please use the order expressed in Exhibit B.

- 2.6 Vendor Question: "Can BCLS confirm that the Statement of No Offer only needs to be submitted if a vendor does not plan to submit any proposal in response to this RFP? If a vendor plans to response to the RFP at large, but wishes to "no bid" for certain categories, does the Statement of No Offer need to be submitted?"

Brazoria County Answer: The Statement of No Offer is only needed if a vendor plans not to submit a proposal. Vendors are allowed to “no bid” certain categories and the Statement of No Offer is not required in that circumstance.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Library Ideas, LLC

LEGAL NAME OF CONTRACTING COMPANY

571-730-4300

TELEPHONE NUMBER



SIGNATURE

571-730-4305

FACSIMILE NUMBER

Stephanie Hall, VP of Marketing

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

2/25/2026

Date

BRAZORIA COUNTY

ADDENDUM NUMBER 2__

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: "Page 6: 3.0 Delivery Model and Cost and 4.0 Product Features. There doesn't appear to be a specific section in Exhibit B that lists all these items. Would you like us to create a new section that responds to all the items listed in 3.0 and 4.0?"

Brazoria County Answer: Vendors can provide information on sections 3.0 Delivery Model and 4.0 Cost and Product Features under the Coverage Provided section or Additional Company Information in Exhibit B. Three additional pages will be allowed if vendors choose to include this information under the Coverage Provided section as that section had only a four-page maximum limit.

- 2.2 Vendor Question: "Page 11-12: 17.0 Disclosure of Certain Relationship. "By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006". Do we need to mail this form to the County Clerk if our response is "None"? Page 4 suggests "if applicable" we need to submit it."

Brazoria County Answer: The form only needs to be completed and submitted if a certain relationship needs to be disclosed. If there is none the form is not required.

3. All other terms and conditions of the RFP are to remain unchanged.

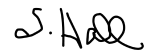
Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Library Ideas, LLC

LEGAL NAME OF CONTRACTING COMPANY

571-730-4300

TELEPHONE NUMBER



SIGNATURE

571-730-4305

FACSIMILE NUMBER

Stephanie Hall, VP of Marketing

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

02/26/2026

Date

BRAZORIA COUNTY ADDENDUM NUMBER 3

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: “Just to confirm, should we include renewals in our proposal?”

Brazoria County Answer: No. Renewals should not be included in your proposal.

- 2.2 Vendor Question: “Will you require a single authentication setup for the entire library system, or multiple setups for each branch?”

Brazoria County Answer: A single authentication for the entire system.

- 2.3 Vendor Question: “It has been our intention to also provide direct, in-line responses to sections 3.0 and 4.0, and to include these responses with our response to Exhibit B as a separate appendix. With this, we are looking to fully cover the various capabilities and functionalities of our product lines. For context. We are offering multiple platforms. With that:

- a. Would Brazoria County be willing to accept this format (in-line response to section 3.0 and 4.0 as a separate appendix in Exhibit B), and specify any page limit restrictions?
 - b. Alternatively, and in-line with Addendum #2, we can respond to sections 3.0 and 4.0 under the Additional Company Information section of Exhibit B, if Brazoria County is willing to extend the 10-page limit, or make this section unlimited? Please advise.”

Brazoria County Answer: It is preferred that this information be included under the Additional Company Information and will allow this section to be unlimited.

- 2.4 Vendor Question: “In order to provide a fuller, holistic RFP response, it has been our intention to include a Cover Letter, Executive Summary, and supplemental Product Descriptions with our response to Exhibit B.

- a. Can Brazoria County please clarify if these additional attachments are acceptable to include with our response to Exhibit B?
 - b. Further, can you please confirm that the Cover Letter and Executive Summary would not count towards any page limit restrictions, and let us know what page restrictions you might have for our Product Descriptions?

Brazoria County Answer: Yes, those items are acceptable to include and will not count towards page limits. Product Descriptions should be kept brief in sections other than the Additional Company Information section with is now unlimited as stated above.

- 2.5 Vendor Question: "Can you please confirm any attached License Agreements, as requested under the Additional Company Information in Exhibit B, will not count towards the 10-page limit?"

Brazoria County Answer: As the Additional Company Information section is now unlimited, the page limit no longer applies.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Library Ideas, LLC

LEGAL NAME OF CONTRACTING COMPANY

571-730-4300

TELEPHONE NUMBER



SIGNATURE

571-730-4305

FACSIMILE NUMBER

Stephanie Hall, VP of Marketing

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

03/04/26

Date

BRAZORIA COUNTY ADDENDUM NUMBER 4

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: In response to Addendum No. 3, question 2.1, the response to which stated, "Renewals should not be included in your proposal." To confirm, do you mean we should not include products the Library currently subscribes to as part of our proposal, or just that we should not include renewal pricing (for years 2 and on)?"

Brazoria County Answer: It was meant that renewal pricing should not be included in your response.
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytexas.gov.

Library Ideas, LLC

LEGAL NAME OF CONTRACTING COMPANY

571-730-4300

TELEPHONE NUMBER



SIGNATURE

571-730-4305

FACSIMILE NUMBER

Stephanie Hall, VP of Marketing

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

03/05/2026

Date

AGREEMENTS OR TERMS AND CONDITIONS

(Vendor to include any agreement or terms and conditions that will need to be signed as a result of this contract)

LIBRARY IDEAS®, LLC DIGITAL SERVICES AGREEMENT

THIS DIGITAL SERVICES AGREEMENT (this “Agreement”) is made by and between LIBRARY NAME, a STATE/PROVIDENCE Library maintaining a physical address at LIBRARY ADDRESS hereafter referred to as (the “Library”) and Library Ideas, LLC, a Delaware media company located at P.O. Box 9, Vienna, Virginia 22183 USA, hereafter referred to as (the “Company”). All parties to this Agreement may, from time to time, be referred to as (the “Parties”).

RECITALS

WHEREAS Company has licenses and agreements for media services specifically targeted to libraries which provides the Registered Cardholders of these institutions access to a site or sites to access media legally (the “Service”).

WHEREAS Company wishes to sell institutional Registered Cardholder access and include the right to use the Service to the Library subject to the terms and conditions described in this Agreement.

WHEREAS Library desires to purchase access and use the Service from Company subject to the terms and conditions described in this Agreement.

NOW THEREFORE in consideration of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I.

Definitions

Section 1.01 Definitions. The terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Article I. Any defined term may be used in the singular and in the plural forms, as appropriate in the context.

Section 1.02. “*Service(s) or Digital Services*” refers to the Company’s digital services (that the library is paying to access on Schedule A) which may include Freegal® Music (with or without streaming), Freading® eBooks, Rocket Languages, iVOX, Fiero Code, or Blinkist and is related to Library’s ongoing access to and use of such service via the Internet or Mobile Application.

Section 1.03. “*Effective Date*” Unless otherwise agreed to in writing by the Parties, the “Effective Date” of this Agreement means the date the service is available for use by Library Patrons.

Section 1.04. “*Digital Service(s) Agreement*” means the right to access Company’s Service(s) for a schedule of fees (“Digital Service(s) Price(s)”) expiring after a specified length of time (“Digital Service(s) Term”).

Section 1.05. “*Digital Service(s) Price*” means the price established for the Digital Services Term.

Section 1.06. “*Digital Service(s) Term or Term*” refers to the right to access Company’s Digital Service(s) for a specific period of time. The “Digital Service Term” of this Agreement commences on the Effective Date and ends after the end of the number of months or years indicated in Schedule A.

Section 1.07. “*Library’s Website Portal*” means the Website operated by the Library and open to its Registered Cardholders in order to access and use all digital materials and services of the Library.

Section 1.08. “*Company Website*” means the Website operated by Company and open to the Library and its Registered Cardholders via the Library’s own website portal.

Section 1.09. “*Cardholders or Registered Cardholders*” mean Library’s registered, authenticated cardholders, and all members of the public in the library’s legal service population who have been issued a library card, including onsite and offsite users.

Section 1.10. “*License*” means a revocable permission to commit some act that would otherwise be unlawful such as downloading the copyrighted works of the rightful owner.

Section 1.11. “*Personal Use*” is defined, for purposes of this Agreement, as the use which is of a personal nature and used only by the person who is authorized to use such media, i.e. a downloaded song or other media, and prohibits the sharing of said media with the public or placing such media in the public domain, i.e. sharing songs or media on the internet. This Agreement adopts the definitions of “personal use” as established by the Courts and home country Copyright laws.

ARTICLE II.

Library Ideas Digital Services Terms and Conditions

Section 2.01. *Digital Service(s) Price.* Company will charge Library a price for access. The price is described herein in Schedule A.

Section 2.02. *All Purchases are Final.* All purchases of Services are final. No refunds are allowed unless the product is not delivered.

Section 2.03. *Payment Due Date.* All fees and charges are due and payable 30 days from the date of the related invoice. The Company may deny Library and its Patrons access to Library’s Company Website until the unpaid invoice is paid in full.

Section 2.04. *Limits on the Service.* Registered Cardholders of Library have limits on access to the Service as specified in Schedule A.

Section 2.05. Renewal and Termination

Subsection 2.05.A. *Termination by Expiration of Term.* This Agreement will terminate automatically at the end of the Digital Services Term mentioned on Schedule A. If Library wishes to renew for an additional Term, Library may contact Company at any time during or after the end of the current Term and agree to a new Digital Services Term. The Library may renew or extend its Digital Services Term for an agreed upon Digital Services Price by email to an authorized representative of the Company, and all terms and conditions of this Agreement will be automatically extended to coincide with the new Digital Services Term(s).

Subsection 2.05.B. *Termination for Breach of this Agreement.* Either party may terminate this Agreement or one of the individual Digital Service(s) for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events: (1) a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within 10 days of the notice; or (2) a party

breaches any Material provision of this Agreement provided that the breach cannot be, or is not, cured within 30 days of the notice. Material terms of this Agreement are Sections 2.03, 2.05, 2.06, 2.07, 2.08, 2.09, 2.12, 3.01, and 3.02.

Section 2.06. *Provision of Digital Services.* During the Term, the Company will establish, host, and administer Company's Website or Mobile Application. The Library and its Cardholders will access Company's Service(s) through Library's Website Portal or via the Mobile Application. The Library and its Cardholders will access the Library's Service(s) either inside the library (if allowed and enabled) using the Library's own Internet connection or remotely as allowed. Company will deny access to anyone attempting to access Service from a country that is not allowed. Service will have reasonable periods of scheduled maintenance in which the Service is not available. Otherwise Service will be available at commercially accepted standards of operation.

Section 2.07. *Library and Cardholder Usage - Limiting Access Measures.* The Library will be solely responsible for authenticating which Cardholders will have access to the Library's Website under this Agreement. However, the Company will facilitate this process. Except for standard fees charged by Library to its Cardholders, the Library will not charge any Cardholder for the use of the Company's Website.

Section 2.08. *Library's Company Website and Mobile Application.* The use of the Company's Website and Mobile Application by the Library and its Patrons will be governed by the End User Agreement. If Patrons violate the End User Agreement, Company reserves the right, in its sole discretion, to suspend the Library's or the Patrons' access to and use of the Company's Website or Mobile Application. The Library acknowledges and agrees that, in the case of repeated or persistent violations, the Company may terminate this Agreement and issue a pro-rated refund for unused service.

Section 2.09. *Copyrighted Works.* Library acknowledges and agrees that the copyright to each digital file is owned by the respective publisher thereof. All Rights Reserved.

Section 2.10. *No Copyright Conveyed.* Upon signing this Agreement, Library will receive a license coinciding with the Term to access the Company's Service via the Library's Website Portal and access the Service(s) the Library has purchased access to. Library will not acquire any other rights in the Company or the Company's Service.

Section 2.11. *Offensive Content.* Company makes no warranty and no representations against claims of offensive content by Cardholders and does not have the ability to remove specific elements of the Service for just one library participating in the Service.

Section 2.12. *Publicity and Marketing.* Library agrees to use only the Publicity and Marketing Material given to it by the Company unless otherwise approved in writing by the Company. The Company will send Library a template press release and marketing kit in advance of the Library going live with the Service. The terms of this Agreement are Confidential, except where disclosure is required by law. The name of the Service(s) is/are as indicated in Schedule A, and the Library will not promote the Service under any other name.

ARTICLE III Elements of the Service

Section 3.01. *Member Access & Clean Sweep Protocols.* For all Library computers and mobile devices capable of accessing the Company's Website or Mobile Application, Library will implement a Clean

Sweep or similar type program which functions to log-out or wipe clean the information existing on the computer screen of the previous Cardholder.

Section 3.02. Reports. Payment of the Digital Services Price entitles Library to the standard reports offered by Company which gauges the use of Company's Service(s).

ARTICLE IV General Provisions

Section 4.01. Governing Law. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of this Agreement or its formation) shall be governed by and construed in accordance with the laws of the State of Delaware in the United States of America.

Section 4.02. Notice to Parties. All notices from either party to the other under this Agreement shall be sent by telegram, overnight courier service, or by registered or certified mail, return receipt requested, or hand-delivered with signed receipt. Whenever in this Agreement reference is made to a Notice to be given, such Notice shall be deemed given when mailed, wired, or hand-delivered to the proper notice address of the party to be notified. Notices shall be addressed in care of the individual representatives identified herein and mailed to the address designated for each Party and listed in the Signature Page of this Agreement. Either party may, from time to time, designate a different address for receiving Notices by giving the other party notice of the change of address in the manner above specified.

Section 4.03. Assignment. Library may not sell, assign, transfer or convey this Agreement or any rights and obligations thereto. However, Company may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

Section 4.04. Successors & Assigns. This Agreement shall be binding on and inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns.

Section 4.05. Section Partial Invalidity. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.06. Separability. Each and every covenant or understanding contained in this Agreement shall, for all intents and purposes, be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be found invalid and unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is valid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 4.07. Headings. The headings to the various paragraphs and/or Sections of this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

Section 4.08. Limited Warranty. Company warrants that Company has the necessary authority to license the Service(s) to Library and, if applicable, to provide Service(s) to Library. Company warrants that it will use its commercially reasonable efforts to provide such Service(s) as described in this Agreement.

Section 4.09. Limitation on Liability. Neither party will claim special, incidental, indirect, or consequential damages, including lost profits for breach of this Agreement. This limitation will also apply to any claims brought against Company's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of Digital Service(s) Price(s) paid by Library to the Company during the 12 month period immediately preceding the date on which the claim first arose.

Section 4.10. Force Majeure. Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed after the Effective Date.

IN WITNESS WHEREOF the parties hereto by and through their authorized agents, have duly affixed their signatures under seal as of the date shown herein.

[SIGNATURES TO FOLLOW]

Company:

LIBRARY IDEAS, LLC

By: _____

Date: _____

Address:

P.O. Box 9

Vienna, Virginia 22183 USA

Library:

LIBRARY NAME HERE

By: _____
Authorized Agent/Representative

Print Name

Date: _____

Address:
LIBRARY NAME
ADDRESS
ADDRESS
EMAIL

LIBRARY NAME, STATE/PROVINCE
Library Name, State/Province

SCHEDULE A

<u>Service Name</u>	<u>Term</u>	<u>Pricing</u>
	X Year	\$
Total:		\$

**RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY
ATTACHMENT A BID TABLE**

DESCRIPTION - PRODUCT NAME	PRICE
E-CONTENT DELIVERY SUBSCRIPTIONS (see 2.2 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Freegal Music+	\$21,600
Service Includes: 24 hour streaming access, 5 downloads per user per week	
Additional Fees: None	



**BRAZORIA COUNTY
PURCHASING DEPARTMENT
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY
REQUEST FOR PROPOSAL COVER SHEET**

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

“RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY”

Sealed Hard Copy or Electronic offers shall be received no later than:

TUESDAY, MARCH 24, 2026 at 11:00 A.M. LOCAL TIME

***PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER “IMPORTANT EVENTS”. BONFIRE LINK:**

<https://brazoriacounty.bonfirehub.com/portal/?tab=login>

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

PREFERRED METHOD IS USING THE “BONFIRE” ELECTRONIC BIDDING PLATFORM.

USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>,

CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:

THE PHYSICAL ADDRESS FOR COURIERS, HAND DELIVERIES AND THE US POSTAL SERVICE IS:

SUSAN SERRANO, CPPO, CPPB
PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

*****Please note: US Postal Service mailing address***

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown above.

However, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this RFP which may have influenced your decision to “No Offer”. If your response to this RFP is a “No Offer” response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent’s responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at <https://brazoriacounty.bonfirehub.com/portal/?tab=login>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder’s company name, the Offer name, number and due date.



SUSAN SERRANO, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

Published Dates:

Wednesday, February 11, 2026

Wednesday, February 18, 2026

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Vendor / Contractor).
(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #26-07 E-CONTENT MATERIAL(RESOURCES) FOR THE LIBRARY as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, 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 offer.

The order of precedence shall be:

- Brazoria County RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY
- Vendor's submittal to the above listed RFP and the final accepted pricing

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 Angleton, Texas this _____ day of _____ 2026.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Vendor

By: _____
Printed Name and Title

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The “Exhibit A - Required Forms” and “Exhibit B – Additional Requirements” below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

EXHIBIT B – VENDOR’S RESPONSE

- BID TABLE
- VENDOR RESPONSE TO EVALUATION CRITERIA
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- VENDOR REFERENCES
- SIGNED ADDENDA *(if applicable)*
- AGREEMENTS OR TERMS AND CONDITIONS

Attachments to the RFP:

- Exhibit A – Required Documents
- Exhibit B – Vendor’s Response
- Attachment A – Bid Table

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

Brazoria County Library System (BCLS) is inviting vendors to submit proposals offering any or all of the following services listed below in section 2. BCLS recognizes that some vendors may specialize in one or more digital services or collections and the library will welcome proposals specific to the type of materials the vendor offers. Responses for one or more digital services or collections may be evaluated separately. This may result in contracts with multiple vendors. When appropriate, a vendor may submit multiple alternatives with associated costs that reflect different solution strategies.

This request for proposal does not in any way restrict or limit library acquisition of library materials in other formats, titles, publishers, or groups of publishers. More than one vendor may be selected.

BCLS consists of twelve (12) branches and the current population of Brazoria County is approximately 413,224 and BCLS has 134,000 cardholders.

BCLS currently uses Spydus for its Integrated Library System (ILS) platform.

2.0 E-CONTENT AND DATABASE SERVICES

- 2.1 E-content delivery platforms
 - 2.1.1 Solution that allows borrowing of a range of electronic materials, including ebooks, audiobooks, movies, music, images, television, comics, newspapers, and/ magazines or journals.
 - 2.1.2 Vendors may provide the discovery platform that can be loaded with content previously purchased by the library or may provide a platform that contains a broad selection of titles that meet the needs of library patrons.
- 2.2 E-content delivery subscriptions
 - 2.2.1 Subscriptions solution that allows borrowing of a range of electronic materials, including ebooks, audio books, movies, music, images, television, comics, newspapers, and/ magazines or journals.
- 2.3 E-content available for license or purchase
 - 2.3.1 Solution that allows the library to purchase licensed electronic material or education content, including books, audiobooks, movies, music, images, television, comics, newspapers, and/or magazines that can be loaded onto a discovery platform supported by the library system.
- 2.4 Database and online learning services
 - 2.4.1 Subscriptions or licensing solutions for BCLS to offer online database and online learning resources which support patron research and homework needs in high demand subject areas, including, but not limited to arts & crafts, business information, career resources, genealogy research, homework help & reference, investment, language learning, literature and publishing.
- 2.5 Analytics Services
 - 2.5.1 Vendors shall provide robust analytics and reporting tools that enable the Brazoria County Library System (BCLS) to evaluate the usage, performance, and value of library materials. These tools should support data driven decision-making and help BCLS optimize its collections and better meet community needs.
- 2.6 Database and Holdings Subscription
 - 2.6.1 Vendors may propose access to bibliographic databases, holdings subscriptions, and/or cataloging tools that support the Brazoria County Library System (BCLS) in maintaining accurate, comprehensive, and up-to-date catalog records.

3.0 DELIVERY MODEL AND COST

Please provide information on the following in Exhibit B – Additional Requirements and Attachment A – Bid Table which are required documents as noted below.

- 3.1 Service Delivery Model (Exhibit B)
 - 3.1.1 Method for patron authentication
 - 3.1.2 Description of how products are suitable for libraries
- 3.2 License Terms and Conditions or Agreements, if applicable (Exhibit B)
- 3.3 Cost Proposal: Itemized pricing for platform use and any one-time setup costs including the following.
 - 3.3.1 Annual pricing and all applicable hosting fees or platform fees (Attachment A – Bid Table)
 - 3.3.2 Basis for price (cardholder, population, etc.) including a separate attachment if needed (Exhibit B)
 - 3.3.3 Pricing schedule for individual content or services, including discounts if available (Exhibit B)
 - 3.3.4 Value-added services provided to the library as a purchaser or subscriber, including optional features, products, or services (Exhibit B)
 - 3.3.5 Any added fees for training, end-user documentation, MARC records, metadata records, service upgrades, or enhancements (Attachment A Bid Table)
- 3.4 Vendor Experience and Capacity in Supporting Delivery of Service including the following. (Exhibit B)
 - 3.4.1 Brief history of company/vendor, including years in business
 - 3.4.2 Security and stability of service

4.0 PRODUCT FEATURES

Please provide information on the following in Exhibit B.

- 4.1 Product features that make it more appealing than that of a competitor
- 4.2 The search capabilities of the product or service
- 4.3 The lending model and access methods of the product
- 4.4 Reporting tools available to BCLS staff to measure usage

5.0 PRICING VALIDITY PERIOD

Due to the anticipated time required for evaluation, negotiation, and finalization of the master agreement and associated terms and conditions, including legal review and approval, respondents are requested to hold all proposed pricing firm for a minimum of **one hundred eighty (180) days** from the RFP submission deadline. Respondents should be aware that pricing may be required to remain valid through the **anticipated contract start date of October 1** and, if awarded, **for the full initial contract term of twelve (12) months**.

Accordingly, respondents are requested to identify in their proposals the **maximum duration** for which pricing can be held firm without adjustment, and to clearly disclose any **assumptions, limitations, or conditions** that may impact pricing beyond the initial one hundred eighty (180)-day period or during the initial contract term.

BRAZORIA COUNTY

INSTRUCTIONS TO RESPONDENTS

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 26-07, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

Brazoria County is seeking proposals for E-Content Material (Resources) for the Library.

3.0 ESTIMATED PROJECT TIMELINE *(dates may be subject to change)*

Step One –

Publicly advertised (1st Notice)	Wednesday, February 11, 2026
Publicly advertised (2nd Notice)	Wednesday, February 18, 2026
Deadline for Questions (Clarifications) Submitted	Friday, March 06, 2026
Deadline for Addendum to be posted in Bonfire	Monday, March 16, 2026

Response Open/Due date by 11:00 a.m. C.S.T.

Tuesday, March 24, 2026

Step Two – Interviews *(if applicable to project)*

TBD

Interviews with short-listed candidates
Selection committee recommendation

Negotiations *(if applicable to project)*

TBD

Enter into negotiations with highest ranked firm

Award - Contract approval by Commissioner's Court

Tuesday, May 12, 2026

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Friday, March 06, 2026. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-OFFER MEETING

There is not a pre-bid scheduled for this project.

6.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the “Exhibit A Required Forms” and “Exhibit B Additional Requirements” into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See “Exhibit A Required Forms” for instructions on signing electronically.

If submitting an RFP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of “Exhibit A Required Forms” and “Exhibit B Additional Requirements”.

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFP number. A Return Label is also provided in this solicitation.

7.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price - Price submitted in offer (including annual services beyond platform and set up fees for all items)	30 points
Coverage Provided – Breadth and depth of content / learning services available to suite BCLS needs, description of how products are suitable for libraries.	20 points
Customer Service- Ease of service / platform use and suitability of reporting tools to meet BCLS needs and method for patron authentication	35 points
Company Data and Experience-Ability to provide services requested, years in business, and service reliability.	10 points
Pricing Validity Period – Length of time pricing can be held.	5 Points

Bonus Scoring (15 point scale)

8.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

8.1.1 Response to Questions & Answers (0-10 points)

8.1.2 Interview preparedness & adherence to interview (0-5 points)

9.0 CONTRACT TERM

Award for the RFP shall begin on October 1st and shall continue for twelve (12) months, ending on September 30th.

Individual subscriptions awarded under this RFP will be allowed to have start dates based upon their individual go live dates; however, in the fifth and final term of the contract, the subscription(s) will terminate on September 30th. The term of the RFP will prevail over the individual subscription(s) terms.

The go-live and / or transition period shall be coordinated with the awarded vendor to ensure continuity of access and minimal disruption to users.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

10.0 PROJECT MANAGER

Jennifer Hill, Brazoria County Library System

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

11.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open and at the time shown on the Cover Sheet.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

12.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance. The certificate holder shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

13.0 PAYMENTS TO VENDOR

13.1 Purchase Orders:

13.3.1 The awarded vendor must receive a proper Purchase Order Number from Brazoria County

13.2 Invoices or Pay Applications:

13.2.1 Invoices or pay applications shall be mailed to the address on the Purchase Order.

13.2.2 All invoices or pay applications must reference the appropriate Purchase Order number.

13.2.3 Invoices or pay applications shall include additional detailed information such as an itemized listing of the items ordered.

13.2.4 Pay applications will need to be signed and approved by all parties prior to receipt for payment.

13.3 Pricing:

13.3.1 All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

14.0 DISADVANTAGED BUSINESSES

Disadvantaged businesses, particularly the State of Texas Comptroller's Office VetHUB Program, are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Brazoria County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

15.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <https://sam.gov/content/entity-registration>. For additional information about the change from DUNS to Unique Entity ID visit <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

16.0 AWARD LETTER

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

17.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates

with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

18.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

19.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department

BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION (*PREFERRED METHOD OF SUBMISSION*)

RESPONDENTS ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENTS ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

If Respondent is not submitting on the goods and/or services as stated in this RFP, please download and complete this form.

Mail the form to:

Brazoria County Administration Building, Purchasing Department, 237 E. Locust Street, Suite 406, Angleton, Texas 77515.

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- ☐ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 26-07 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. ETHICAL CONDUCT: The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. REFERENCES: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. INDEMNIFICATION: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor’s name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. CONTRACTOR’S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County’s approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor

shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria 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. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

- 30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
- 32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.
- 33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These

quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.
- 40. AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 41. TEXAS GOVERNMENT CODE 552, SUBCHAPTER J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.216):** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.
- 43. AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 45. DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <https://www.brazoriacountytx.gov/departments/purchasing/doing-business>.
- 46. DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any

and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

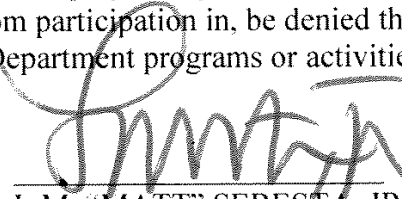
Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

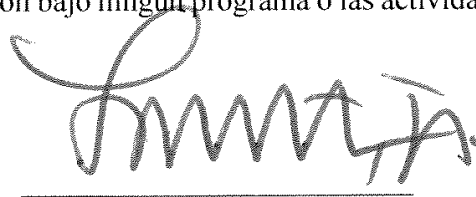
**Title VI and Related Statutes
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participación en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	\$1,000,000
b. Aggregate policy limits	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000
b. Property damage	\$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Certificate Holder information shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) the contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) "Contract" means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - (1) receives compensation from the business entity for the person's participation;
 - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) "Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

(1) the changed contract requires an action or vote by the governing body of the entity or agency;

or

(2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

(1) there is a change to the disclosure of interested parties; or

(2) the changed contract requires an action or vote by the governing body of the entity or agency;

or

(3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

****Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A)
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____
_____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

<u>SEALED REQUEST FOR PROPOSAL (RFP)</u>	
RFP#:	26-07
OPENING DATE:	TUESDAY, MARCH 24, 2026
OPENING TIME:	11:00 A.M. LOCAL TIME
RFP DESCRIPTION:	E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING 237 E. LOCUST STREET, SUITE 406 ANGLETON, TEXAS 77515
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER
DELIVERY!**

*******LATE RFP's CANNOT BE ACCEPTED*******