BRAZORIA COUNTY

PURCHASING DEPARTMENT

SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

June 14, 2026

OCLC, Inc.
Attn: Brett Ward
6565 Kilgour Place
Dublin, OH 43017
proposals@oclc.org

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

Dear Mr. Ward:

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 for Lease or Purchase**.

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 Country.

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

Casey Greathouse
Brazoria County Contract Specialist

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 OCLC, Inc. of Dublin, Ohio.

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 26th day of June 2026.

By: ______________________________
County Judge Signature

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

By: ______________________________
Signature of Vendor

By: Julie Presas, Chief Legal Officer
Printed Name and Title

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
CERTIFICATION OF FILING

Certificate Number:
2026-1477091

Date Filed:
06/15/2026

Date Acknowledged:
6/18/2026

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

OCLC, Inc.
Dublin, OH United States

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
CloudLibrary

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.** [X]

6 **UNSWORN DECLARATION**

My name is Julie Presas, and my date of birth is 8/23/1967.

My address is 6565 Kilgour Place, Dublin (city), Ohio (state), 43017-3395 (zip code), USA (country).

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

Executed in Franklin County, State of Ohio, on the 15 day of June (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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, Julie Presas (Person name), the undersigned representative of (Company or Business Name) OCLC, Inc. (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

6/16/2026

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY
Date Received

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.

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

OCLC, Inc.

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.**

None.

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

6/15/2026

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.

OCLC cloudLibrary Services Terms & Conditions

Section 1 Scope & Construction

These OCLC Cloud Library ("cloudLibrary") Services Terms & Conditions ("Terms") apply to every order ("Order") of Services (defined below) from OCLC, Inc., ("OCLC"). OCLC's acceptance of each Order is expressly conditioned on the Customer's acceptance of all the Terms. If any OCLC proposal, including RFP 26-07 is construed as an offer, that offer is expressly limited by these Terms and the other documents as stated herein. The Contract shall consist solely of (i) this mutually executed Terms agreement between the parties, including OCLC, Inc.'s Framework Agreement and CloudLibrary Schedule, (ii) the agreed upon pricing document, (iii) Specifications/Statement of Work, and (iv) the Brazoria County Standard Terms and Conditions and Special Requirements, as expressly agreed to in writing by authorized representatives of both parties. Should any conflict arise between these documents, this Agreement shall control, then the Brazoria County Standard Terms and Conditions and Special Requirements shall control any other document. If any OCLC action regarding a proposal from Customer, including OCLC's shipment of products, is construed as an acceptance of Customer's offer, such acceptance is expressly conditioned on Customer's acceptance of these Terms. **Customer's submission of an Order constitutes Customer's express acceptance of the Terms as stated herein**.

Section 2 Definitions

The definitions below will have the same meaning throughout this Agreement.

2.1 "Digital Content" consists of digital files and titles to which Customer has purchased access and are accessible through the System to Customer hereunder for lending to Patrons.

2.2 "Customer Systems Quotation" means the OCLC Cloud Customer sales quote from which an Order by Customer is derived, which includes the annual platform fee, hardware fees and minimum order requirements for Customer.

2.3 "Fees" means the amounts payable by a Customer to OCLC for Services, Product and/or Digital Content access fees.

2.4 "License" means the license granted from OCLC to Customer to use the Software in accordance with the terms of this Agreement.

2.5 "Patron(s)" mean those persons that the Customer authorizes to access, use, and connect to the System via the internet, and download products from or otherwise use the Services (defined herein below) and/or access Digital Content from Customer using the Services.

2.6 "Primary Support" means service provided by the Customer to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the System, Services or for any issues arising from the use of the System.

2.7 "Product" means all Software, hardware and related supplies as identified on the applicable purchase order.

2.8 "Secondary Support" means technical support services to be provided by OCLC to the Customer including reasonable efforts to assist the Customer in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, provide updates, enhancements, and new versions of the Services.

2.9 "Services" means digital technology services provided by OCLC to Libraries used to distribute, lend, manage and/or protect the copyright content of eBook, audio book and other digital media, or other services relative to the Customer's media collection or facilities.

2.10 "Software" means any and all software, and related documentation, provided to or accessed by the Customer in utilizing the Services.

2.11 "System" means the vehicle used to access, distribute, lend, and manage Digital Content.

Section 3 Term and Termination

3.1 These Terms will apply immediately upon acceptance by OCLC of an Order submitted by Customer and continue thereafter so long as Customer promptly pays invoices, as required hereunder, for Services and for Digital Content or Product ("Order Term").

3.2 Upon termination of the Order Term, and except as otherwise provided herein, the License granted to Customer as to Software under these Terms will be terminated immediately. Customer shall make no further use of all or any part of the System, Software, Services, or any confidential information received from OCLC, except as required by law for disclosure pursuant to the Texas Public Information Act or other law, except that OCLC will reasonably cooperate with Customer to support its Patrons who are lending Digital Content from Customer.

3.1 In the event of termination, OCLC will cooperate with Customer to promptly transfer any and all Digital Content to another service provider to permit Customer to continue to provide access for its Patrons to the Digital Content Customer shall obtain permissions and consent from the owners of the Digital Content authorizing OCLC to transfer the Digital Content subject to the requirements of the licensors of such Digital Content.

Section 4 Payment Terms

4.1 During the first year of the Order Term, OCLC will invoice Customer for Fees following activation of the System. Thereafter, OCLC will invoice Customer yearly.

4.2 During the initial Order Term, Customer shall make a minimum Digital Content purchase ("Minimum Purchase") as stated on the Order. Customer acknowledges that it is getting preferential pricing based on this Minimum Purchase. If Customer fails to meet its Minimum Purchase obligations, then OCLC may, in addition to any available remedies, invoice Customer for the remaining amount of the Minimum Purchase.

4.3 Customer shall promptly pay OCLC the fees according to the payment term set forth in the invoice, which shall be within thirty (30) days after receipt of the invoice, Order, or renewal. In the event Customer fails to make prompt payment of the Fees, the Order Term will be deemed terminated and subject to termination clauses above.

4.4 Fees are exclusive of any taxes, duties, or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing, or use of the Services or for operation or sales activity of the System and shall be paid in USD and to the address stated on the invoice. Customer shall pay any applicable tax to OCLC or to such other entity as is appropriate. Customers exempt from taxation shall supply a valid exemption certificate upon request.

Section 5 OCLC Services

5.1 OCLC will provide Services to the Customer pursuant to these Terms. Nothing hereunder grants any right to the Customer to the use of, or access to, any Software or System source code. Further, these Terms do not include any right to reproduce the System, Software or Products, to make or distribute copies or versions of any modules of the System, Software or Products to any third parties including its Patrons, or to make and/or sell variations or derivative works of the System, Software or Products. For the avoidance of doubt. "Products" do not include Digital Content and nothing herein shall prevent Customer from distributing Digital Content to its Patrons as contemplated by the terms of this Agreement. Sole ownership of copyrights and other intellectual and proprietary rights to the System, Software or Products will remain solely with OCLC or its publishers or suppliers.

5.2 Customer acknowledges that some errors or defects may exist or arise in the System. OCLC's sole obligation with regard to such errors or defects will be to use commercially reasonable efforts to correct such errors and defects and provide Secondary Support provided at such times and by such methods as are mutually agreed upon by the Parties.

5.3 Customer acknowledges that all Services and Digital Content provided hereunder are subject to individual publisher limitations and restrictions.

Section 6 License to Software

OCLC hereby grants to Customer a limited, non-transferable, non-exclusive License to use the Software, solely for the purpose of utilizing the Services. Notwithstanding the foregoing, the License granted in this Section 6 is limited as follows: Customer may not, without OCLC's prior written consent (i) sublicense, lease, lend or transfer the Software to any third party; (ii) use, or permit the use of, the Software for the benefit of, or by, any third party, such as use of the Software as a service bureau; (iii) make copies of the Software except in the normal course of use or for archival purposes; or (iv) disassemble, reverse engineer or create derivative works of the Software except as permitted by law. Customer agrees to reproduce all copyright and proprietary rights notices included in the Software on copies that it is authorized to make.

Section 7 OCLC's Option to Modify or Discontinue Services

OCLC has the right, at any time, to make such modifications to the System as it sees fit to the operation, performance or functionality of the System or as required by OCLC's publishers and suppliers. If such a modification of the System leads to discontinuation of the Services, or support, maintenance or the provision of new versions, updates or corrections materially impairs the value or use of the System to the Customer, Customer will receive a pro-rata refund of the Services portion of the Fees previously paid for which Services were not delivered.

Section 8 Responsibilities of the Customer

8.1 Customer shall assign personnel with appropriate skills and expertise in computer, data processing and related services to enable operation of the System and to provide Primary Support. Customer shall take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Terms.

8.2 Customer assumes responsibility for providing a suitable network and internet system for integration of System into Customer's website or other systems at its own expense. Customer agrees that it will be responsible for its own expenses and costs and that OCLC will have no obligations to reimburse Customer for any expenses or costs incurred by Customer in the preparation, systems integration, use of the System, or for any performance of Customer's duties necessary to make use of the System or Services.

8.3 Except for the System configured and hosted by OCLC, Customer is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the System. This may include obtaining, at its own expense, a SIP, SIP2 or other similar protocol software license from a third party to support direct integration of the Service with the Customer's integrated Customer system. Customer agrees to perform Primary Support for Patrons using its System. Customer shall perform requested installation, upgrade, and reasonable technical services for Primary Support of the System and Products pursuant to installation and support procedures and policies as developed by OCLC and as modified from time-to-time. OCLC will provide Customer with documentation regarding Primary Support and OCLC support personnel will be available for Secondary Support by e-mail and phone.

8.4 Customer shall not make any representations or create any warranties, express or implied, concerning the Services, System or Software. Any such representations or warranties shall not be binding upon OCLC.

8.5 Customer shall use reasonable efforts to operate its own website in compliance with the Terms and will at its own expense comply with all applicable laws, ordinances, rules, and regulations that may be required in any jurisdiction or administrative agency in connection with the use and/or operation of the Services, System and Software.

Section 9 Intellectual Property

OCLC or its licensors own and retain all intellectual property rights in the Services, System, Software and Product and all associated copyrights, trademarks, brands, service marks, patents, or other proprietary rights under law, including all intellectual property conceived during and in the course of performing the Services.

Section 10 Copyright Protection, Patron Authentication, Data Security and Data Aggregation

10.1 For so long as Customer is using the Software and receiving the Services, Customer shall reasonably cooperate with OCLC to achieve OCLC's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OCLC supplied Digital Content and Products. Customer shall keep appropriate documentation and System information and provide OCLC access to the System to validate total number of downloads of Digital Content. Customer shall provide OCLC access to a test Patron account for purposes of validating the system's performance relating to the Services. Customer shall reasonably cooperate with OCLC to correct or adjust the System as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OCLC at its own expense and during regular business hours and in such a manner as not to interfere with Customer's normal activities.

10.2 OCLC may use data stored in the System for other commercial purposes, including but not limited to a) ISBN; b) name of Digital Content; c) Customer with postal address; d) quantity of Digital Content purchased by the Customer; and e) and other Digital Content circulation data ("Aggregated Data"). OCLC will not disclose personally identifiable Patron information to third parties.

Section 11 Indemnification

Subject to any limitations set forth in these Terms, OCLC shall indemnify Customer from and against all damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) actually incurred by Customer arising from any third-party claim of OCLC's infringement of any third-party patent, trademark or copyright rights provided Customer immediately notifies OCLC of any such third-party claim. In the event of any claim of infringement OCLC may, at its option and expense, procure for Customer the right to continue using the allegedly infringing product or process, replace it with a non-infringing product or process, or modify it so it becomes non-infringing. If in OCLC's discretion, it is not feasible to procure the right to continue use, replace or modify the product or process, OCLC may refund all monies paid on a pro-rata basis. OCLC shall have the right to control the defense of the infringement claim. OCLC will have no defense or indemnity obligation for any claim or suit based on: (i) a product or process that has been modified other than by OCLC; (ii) a product or process that has been modified by OCLC in accordance with Customer provided specifications or instructions, but only to the extent that the modification directed by Customer is the cause of the infringement claim; (iii) use or combination of a product or process with third-party products; (iv) the use of the product or process, or any part thereof, in a practice other than the use described in OCLC's current product literature for the product or process.

Additionally, OCLC 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 directly resulting from fraud, gross negligence, or willful misconduct by the Contractor or any of its Directors, employees, or subcontractors.

Section 12 Limitation of Liability

EXCEPT IN CASES OF FRAUD, INTENTIONAL TORT, OR GROSS NEGLIGENCE, OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN

NO EVENT SHALL OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER CLAIMS ARISING IN CONTRACT OR TORT. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED)

Section 13 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the United States of America, without regard to principles of conflicts of laws, with exclusive venue in Brazoria County, Texas. Any lawsuit or dispute arising under this Agreement shall be brought in state or federal court in the Southern District of Texas - Galveston Division and the parties to this Agreement hereby consent to the jurisdiction of the state and federal courts located in Brazoria County, Texas.

Section 16 Confidentiality

The terms and conditions of this Agreement, as well as performance hereunder, shall be kept in confidence, except as required to be disclosed by law including the Texas Public Information Act, and each party agrees to protect the other party's confidential information from disclosure to others, and to use the same degree of care used to protect its own confidential or proprietary information, but in any case, no less than a reasonable degree of care. Information shall not be considered confidential information to the extent that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any confidential information of the other; or (v) is required to be disclosed by applicable law (e.g., public records acts including the Texas Public Information Act) provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

Section 17 Changes

Any 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. Any addenda shall be for informational purposes only and shall not modify the terms of the Contract unless expressly agreed to in writing by authorized representatives of both parties.

Section 18 Waiver

A failure or delay in enforcing an obligation of any provision under this Agreement shall not prevent enforcement of such provision at a later date. A waiver of a breach of one obligation shall not affect a waiver of any other obligation and shall not prevent a party from subsequently requiring compliance with that obligation.

Section 19 Force Majeure

Neither party shall be liable for a failure or delay of performance where such failure of delay is the result of any force majeure event, including an act of God or public enemy, pandemic, fire, explosion, accident, strike, governmental action, delay or failure of suppliers, failure of telecommunications networks, or any event similar to the foregoing (each a "Force Majeure Event"). Each party shall use reasonable efforts to mitigate the effect of a Force Majeure Event. In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the Force Majeure Event. Under no circumstance will a Force Majeure Event relieve a party from its obligation to pay amounts for goods or services previously provided, in accordance with stated payment terms.

Section 20 Severability

If any provision(s) of this Agreement should be found by any court of competent jurisdiction to be invalid, void, voidable, or unenforceable, such provision(s) shall not affect or impair the remaining provision(s) which shall continue in full force and effect.

In substitution for any provision(s) held unlawful, there shall be substituted provision(s) of similar import reflecting the original intent of the parties hereto to the extent permissible under law.

Section 21 Assignment

Customer may not assign any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of OCLC.

Section 22 Audit

Customer agrees that OCLC shall have the right, from time to time, to conduct an investigation and/or an audit to verify Customer's compliance with the provisions of this Agreement. Customer agrees to reasonably cooperate with such investigation, the scope, method, nature, and duration of which shall be at the, reasonable discretion of OCLC.

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 records reasonably necessary to verify fees paid and other information pursuant to or under this Contract, shall be conducted upon reasonable advance written notice, during normal business hours, and shall not include access to OCLC’s confidential information, proprietary systems or third-party data. Audits shall be conducted at the auditing party’s expense and subject to OCLC’s confidentiality and security requirements. Requests for audit shall be granted within two (2) weeks of written request.

Section 23 Survival

Those rights and obligations of the parties which, by their nature, should survive termination or expiration of this Agreement shall remain in full force and effect after termination or expiration.

Section 24 Entire Agreement

This Agreement, the Brazoria County RFP 26-07 and/or Purchase Order, and any attachments, schedules, addenda, and/or exhibits constitute the entire agreement between the parties and supersedes and replaces all prior agreements pertaining solely to CloudLibrary Service, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or supplemented except in a writing duly executed by both parties. The UN Convention on the International Sale of Goods shall not apply.

Customer’s submission of an Order constitutes Customer’s express acceptance of these Terms.

Institution	OCLC, Inc.
By: [signature]	By: [signature]
Name: L.M. "Matt" Sebesta, Jr.	Name: Julie Presas
Title: Brazoria County Judge	Title: Chief Legal Officer

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

OCLC, Inc.
LEGAL NAME OF CONTRACTING COMPANY

31-0734115	06-358-7745
FEDERAL I.D. # (Company or Corporation)	DUN & BRADSTREET D-U-N-S NUMBER
F2CMCKN6DAD7	
SAM.GOV UEI NUMBER	
800-848-5878	614-764-6096
TELEPHONE NUMBER	FACSIMILE NUMBER
Brett Ward	Account Executive
CONTACT PERSON	TITLE

6565 Kilgour Place	Dublin, OH	43017
COMPLETE MAILING ADDRESS	CITY & STATE	ZIP CODE
6565 Kilgour Place	Dublin, OH	43017
COMPLETE STREET ADDRESS	CITY & STATE	ZIP CODE

proposals@oclc.org
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.

	3/20/2026
SIGNATURE "must be authorized to execute on behalf of company"	DATE
Andrew Bordas	Chief Operations Officer
Typewritten or Printed Name	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 an 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 No19 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 (SDN)s/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 OCLC, Inc.

Signature of Company Official Authorizing the Bid/Offer ____________ Date 3/20/2026

Company Official (Printed Name) Andrew Bordas

Official's Position Chief Operations Officer

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.

	3/20/2026
SIGNATURE	DATE
Andrew Bordas	Chief Operations Officer
Typewritten or Printed Name	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

Andrew Bordas, Chief Operations Officer

Typed Name and Title

OCLC, Inc.

Applicant / Organization

3/20/2026

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

N/A

Approved by OMB

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)

<table>
<tr>
<td>Type of Federal Action:
_____ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance</td>
<td>Status of Federal Action:
______ a. bid/offer/application
b. initial award
c. post-award</td>
<td>Report Type:
______ a. initial filing
b. material change</td>
</tr>
<tr>
<td>Name and Address of Reporting Entity:
_____ Prime ______ Subawardee
Tier_______, if Known:

Congressional District, if known:</td>
<td colspan="2">If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:</td>
</tr>
<tr>
<td>Federal Department/Agency:</td>
<td colspan="2">7. Federal Program Name/Description:

CFDA Number, if applicable: ___________________</td>
</tr>
<tr>
<td>Federal Action Number, if known:</td>
<td colspan="2">9. Award Amount, if known:

$</td>
</tr>
<tr>
<td>10. a. Name and Address of Lobbying Registrant
(if individual, last name, first name, MI):</td>
<td colspan="2">b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):</td>
</tr>
<tr>
<td>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.</td>
<td colspan="2">Signature: ____________________

Print Name: Andrew Bordas

Title: Chief Operations Officer

Telephone No.: 800-848-5878 Date: 3/20/2026</td>
</tr>
<tr>
<td>Federal Use Only</td>
<td colspan="2">Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)</td>
</tr>
</table>

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 <u>does not</u> 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.)***

OCLC COMMENTS AND EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS

OCLC's goal is to establish a mutually successful contractual relationship with Brazoria County (the "Institution"). In connection with the Institution's Request for Proposal (the "RFP"), OCLC attaches its Framework Agreement ("FA") for the products and services responsive to the RFP and proposes that the FA serve as the governing agreement or be incorporated into the final, mutually agreed-upon contract. Through this Comments and Exceptions document, OCLC identifies certain exceptions to the RFP terms and conditions, which reflect differences from OCLC's Framework Agreement and/or standard industry practices. These exceptions should not be construed as a rejection of the RFP terms and conditions. OCLC reserves the right to further negotiate the terms presented by the Institution and to reach mutually agreed-upon final terms and conditions should OCLC be awarded the RFP.

RFP STANDARD TERMS AND CONDITIONS	
Section Reference	**Comments & Exceptions**
5. Contract	OCLC is requesting this revision to ensure appropriate internal review and authorization of contractual obligations. Limiting the agreement to mutually executed documents helps prevent ambiguity and supports sound contract administration for both parties. **OCLC Proposed Language:** The Contract shall consist solely of (i) the mutually executed agreement between the parties, including OCLC, Inc.'s Framework Agreement and CloudLibrary Schedule, (ii) the agreed upon pricing document, (iii) Specifications/Statement of Work, and (iv) the Brazoria County Standard Terms and Conditions and Special Requirements, as expressly agreed to in writing by authorized representatives of both parties. 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 agreed upon in writing by authorized representatives of all parties hereto.
8. Addenda	OCLC cannot agree to provisions that permit unilateral modification of contract terms. **OCLC Proposed Language:** 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. Any addenda issued by Brazoria County Purchasing Director shall be for informational purposes only and shall

	not modify the terms of the Contract unless expressly agreed to in writing by authorized representatives of both parties.
15. Indemnification	Together with the Warranties, Limitation of Liability, and the overall risk-allocation structure of the OCLC Framework Agreement, indemnification should be reasonably limited to ensure fairness and align with SaaS industry-standard risk allocation. OCLC proposes striking the Brazoria-proposed clause and replacing it with the following. **OCLC Proposed Language:** 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 directly resulting from gross negligence or willful misconduct by the Contractor or any of its Directors, employees, or subcontractors.
20. Termination of Contract	Termination provisions are addressed in OCLC's Framework Agreement, and OCLC requests that the termination language included in the RFP Standard Terms and Conditions be deleted and replaced by the Framework Agreement termination provisions to avoid conflicting or duplicative terms.
21. Delivery of Notices	**OCLC Proposed Language:** 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 delivered via e-mail, as well as 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
25. Contractor's Liability	Limitation of liability is addressed in OCLC's Framework Agreement, and OCLC requests that the Contractor's liability language included in the RFP Standard Terms and Conditions be deleted and replaced by the Framework Agreement limitation of liability provisions to avoid conflicting or duplicative terms.
27. Warranty	Any warranties OCLC is able to provide are set forth exclusively in OCLC's Framework Agreement, and OCLC requests that the warranty language included in the RFP Standard Terms and Conditions be deleted and replaced by the Framework Agreement warranty provisions to avoid conflicting or duplicative terms.
31. Right to Audit	OCLC requests that the audit language included in the RFP Standard Terms and Conditions be deleted and replaced by the following: **OCLC Proposed Language:**

	Any audit rights shall be limited to records reasonably necessary to verify fees paid under this Contract, shall be conducted no more than once annually upon reasonable advance written notice, during normal business hours, and shall not include access to OCLC's confidential information, proprietary systems, or third-party data. Audits shall be conducted at the auditing party's expense and subject to OCLC's confidentiality and security requirements.

RFP SPECIAL REQUIREMENTS	
Section Reference	**Comments and Exceptions**
Reduction in Price **Price Increase**	OCLC's pricing structure, including any adjustments, is governed by its Framework Agreement and reflects negotiated scope, term, and commercial considerations. OCLC is unable to accept most-favored-customer pricing obligations or unilateral price-cap mechanisms. OCLC requests that the Contractor's "Reduction in Price" and "Price Increase" language included in the RFP be deleted and pricing and any price adjustments shall be governed exclusively by the pricing provisions set forth in OCLC's Framework Agreement and the agreed upon pricing document.
Contract Obligations	OCLC notes that, pursuant to its proposal and Scope of Proposal document, statements made in OCLC's proposal are submitted solely for evaluation purposes in connection with the RFP process and are not intended to create legally binding obligations or representations and warranties. Accordingly, OCLC proposes that no statements contained in its proposal shall be deemed representations or warranties to be incorporated into the final contract unless and until the parties have mutually agreed in writing to include such statements in a definitive, mutually executed agreement.

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER Brazoria County

Before me, the undersigned authority, on this day personally appeared Julie Presas 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 OCLC, Inc. ("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.

Name Julie Presas Title Chief Legal Office

SWORN TO AND SUBSCRIBED BEFORE ME by the said Chief Legal Officer, this 30th day of March, 20 26, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for

State of__________

Printed Name:__________

My Commission Expires:__________

NOTARIAL SEAL STATE OF OHIO

EMILY JAYE JOHNSON
Attorney at Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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

OCLC, Inc.

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.**

None.

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

3/20/2026

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

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

[signature]	3/20/2026
SIGNATURE "must be authorized to execute on behalf of company"	DATE
Andrew Bordas	Chief Operations Officer
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.

OCLC, Inc.
COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

Andrew Bordas
PRINTED NAME

Chief Operations Officer
TITLE

3/20/2026
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: Andrew Bordas

Title: Chief Operations Officer

Email Address: proposals@oclc.org

Phone Number: 800-848-5878

Name: Eric van Lubeek

Title: Chief Revenue Officer

Email Address: proposals@oclc.org

Phone Number: 800-848-5878

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):

OCLC, Inc.
Company Name

6565 Kilgour Place
Address

Dublin
City

OH
State

43017
Zip Code

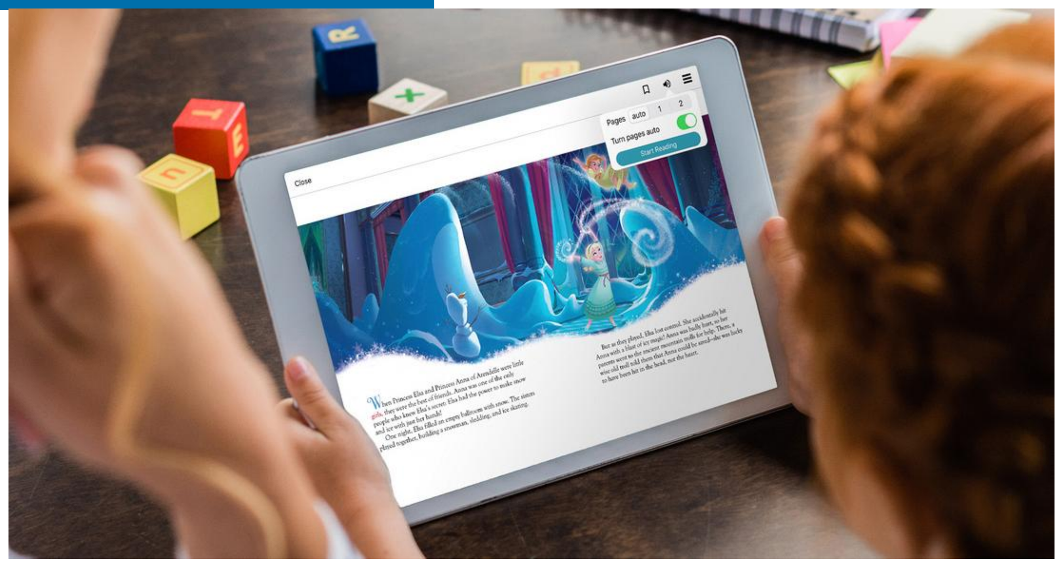
A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☑ No

B. What is the prescribed amount of percentage? $_______________ or _______________%

Digital Content For All

Exceptional User Experience



OCLC Response

Brazoria County Library System
26-07 - E-Content Material (Resources) for the Library

<u>Exhibit B - Vendor Response</u>

March 24, 2026

Contact:
Brett Ward
Account Executive, National Accounts
614-718-7124
wardb@oclc.org

Table of Contents

Bid Table With Pricing

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.	
CloudLibrary Annual Platform Fee (held for 5 years)	$3,500
CloudLibrary Annual CloudLink Fee (held for 5 years)	$1,000
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.	
Comics Plus Annual Subscription (optional - held for 1 year)	$6,935
CloudLibrary NewsStand Annual Magazine Subscription (optional - held for 2 years)	$15,236
CloudLibrary Annual Streaming Video Subscription (optional - held for 5 years)	$20,000
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.	
CloudLibrary Annual Platform Fee (held for 5 years)	$3,500
CloudLibrary Annual CloudLink Fee (held for 5 years)	$1,000

Note: Each of these standalone products can be purchased separately:

- CloudLibrary ebook and audiobook platform
- CloudLibrary NewsStand eMagazines
- CloudLibrary Streaming Video
- Comics Plus

Vendor Response to Evaluation Criteria

Direct Costs

- **Cost of services and basis for price (cardholder, population, etc.)**

  Please see Attachment A Bid Table and our inclusion of it on page 2.

  The platform and subscription fees are based on population.

- **Price of annual services beyond platform and set up fees (pricing schedule)**

  There is no additional required cost beyond the annual platform and set up fees.

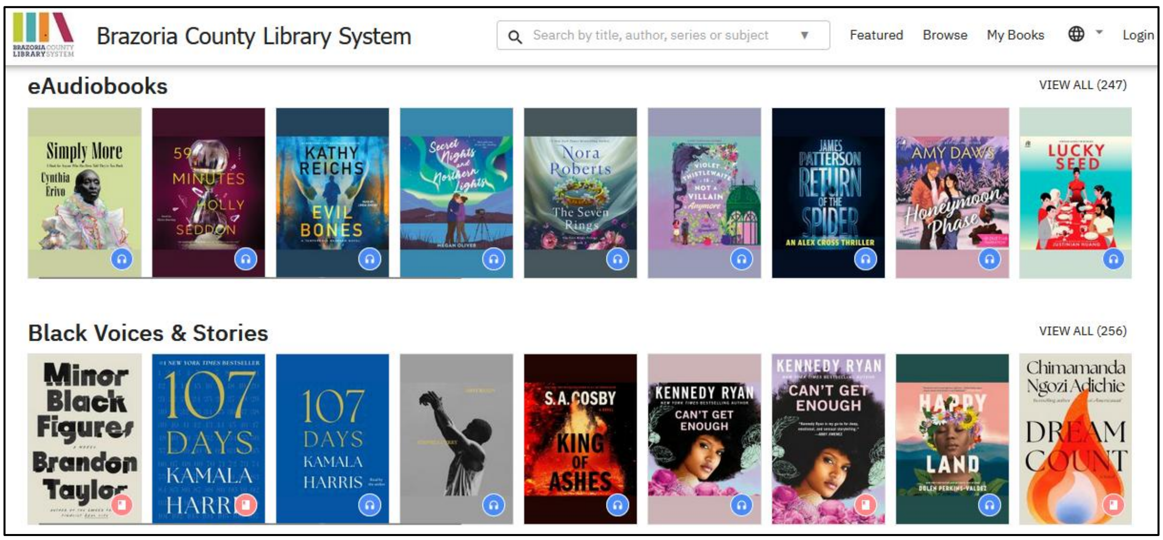
- **Price for all options listed in Attachment A – Bid Table**

  Please see Attachment A Bid Table and our inclusion of it on page 2.

Coverage Provided

- **Breadth and depth of content/learning services available to suit BCLS needs**
- **Description of how products are suitable for libraries**

Ebooks and audiobooks – We are proposing our CloudLibrary digital content platform, which is accessible via our app and/or a web browser. CloudLibrary has more than 2.8 million ebook and over 597,000+ audiobook titles available for purchase in our catalog. This content includes both in-demand frontlist titles, as well as backlist titles. We work directly with many content providers who provide access to more than 125,000 publishers.



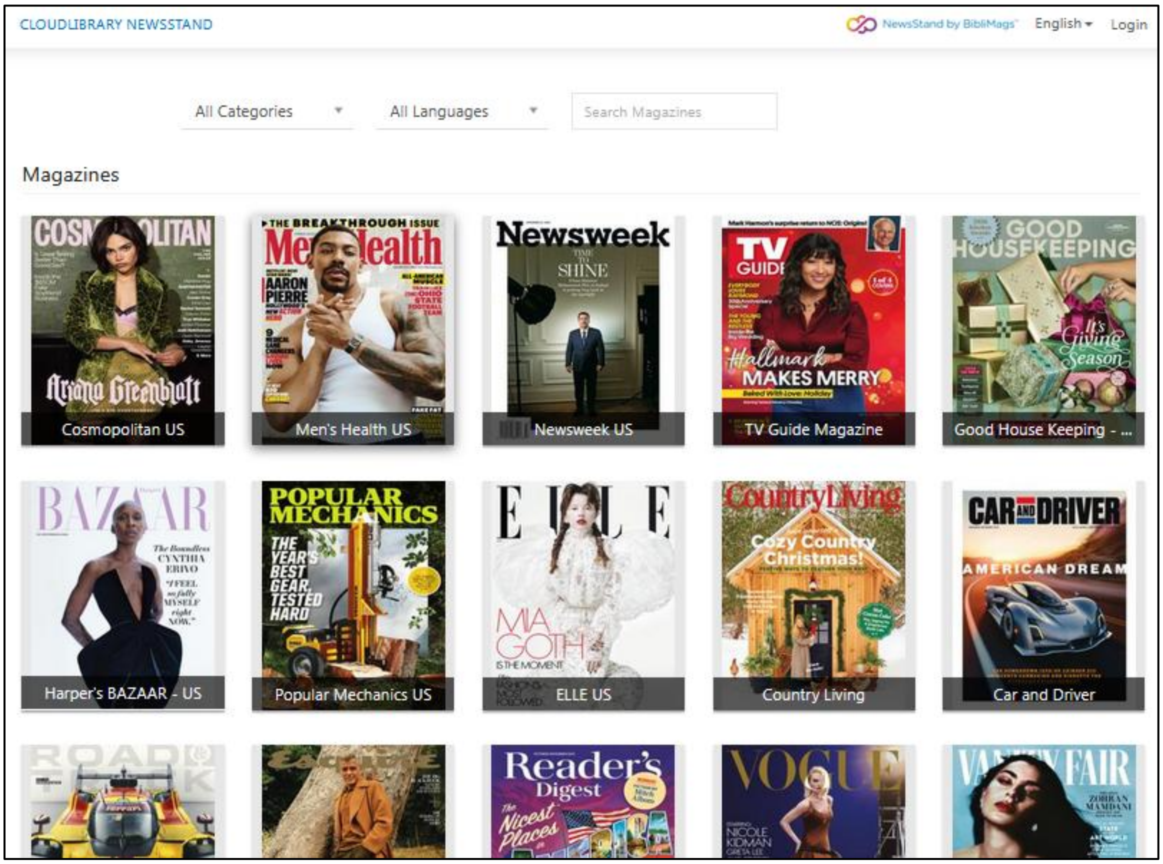
Web interface home page.

A short list of publishers in our catalog include:

- Penguin Random House
- HarperCollins
- Hachette Book Group
- Simon & Schuster
- Scholastic Australia
- Macmillan
- Disney Publishing
- Andrews McMeel Publishing
- Thomas Nelson/Zondervan Crossway
- Houghton Mifflin Harcourt
- Bloomsbury Publishing
- Grove/Atlantic
- Kensington Publishing
- Sourcebooks
- F+W Media
- Coffee House Press
- NLA Digital
- Poisoned Pen Press
- Soho Press
- McGraw-Hill
- Baker Publishing
- Tyndale House
- B&H Publishing Group
- InterVarsity Press
- Samhain Publishing
- Severn House
- National Book Network
- Smashwords
- Abrams
- Candlewick Press
- John Wiley & Sons

NewsStand – patrons have unlimited, simultaneous access to a catalog of 9,700+ magazine titles. NewsStand can integrate via SSO with the CloudLibrary app or you can subscribe to it as a standalone platform.

- 40+ categories – from Academic to Young Adult
- 51 content languages from 83 countries
- We also aim to serve young readers. CloudLibrary magazines and newspapers has approximately 117 Juvenile titles and 30 Young Adult titles.



NewsStand web interface home page.

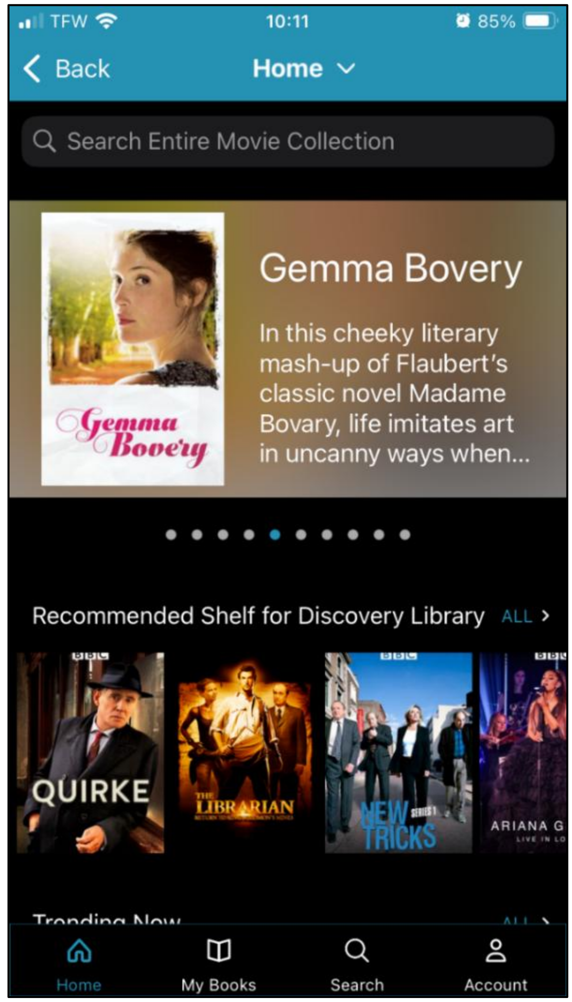
Streaming video – patrons have unlimited, simultaneous access to an ad-free catalog of 8,100+ groundbreaking films and captivating television. Streaming Video integrates via SSO with the CloudLibrary app or you can subscribe to it as a standalone platform.

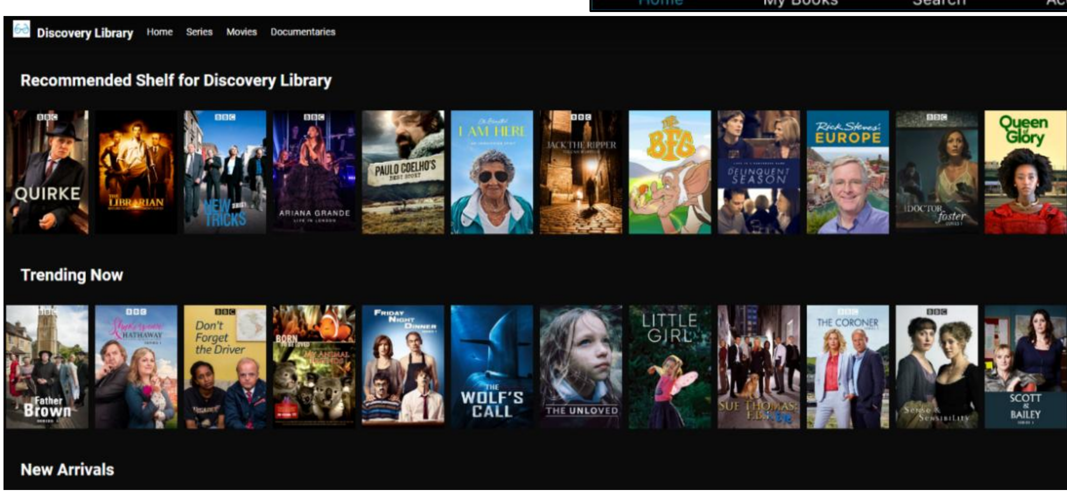
The CloudLibrary streaming video platform has been built from the ground up to deliver the highest-quality streaming experience on all devices, including smart TVs, gaming consoles and mobile devices.

- Stream Action, Comedy, Crime & Thriller, Drama, Family, Horror, Faith & Spirituality, Foreign Films, Romance, Sci-Fi & Fantasy, etc.
- 60+ content languages and 1,000+ non-English titles

Notable content partners:

- BBC Learning, a division of BBC Studios
- Blue Fox Entertainment
- Cinedigm (distributor of Hallmark Channel titles)
- Film Movement
- Filmhub
- Oscilloscope Pictures
- Greenwich Entertainment
- Women Make Movies



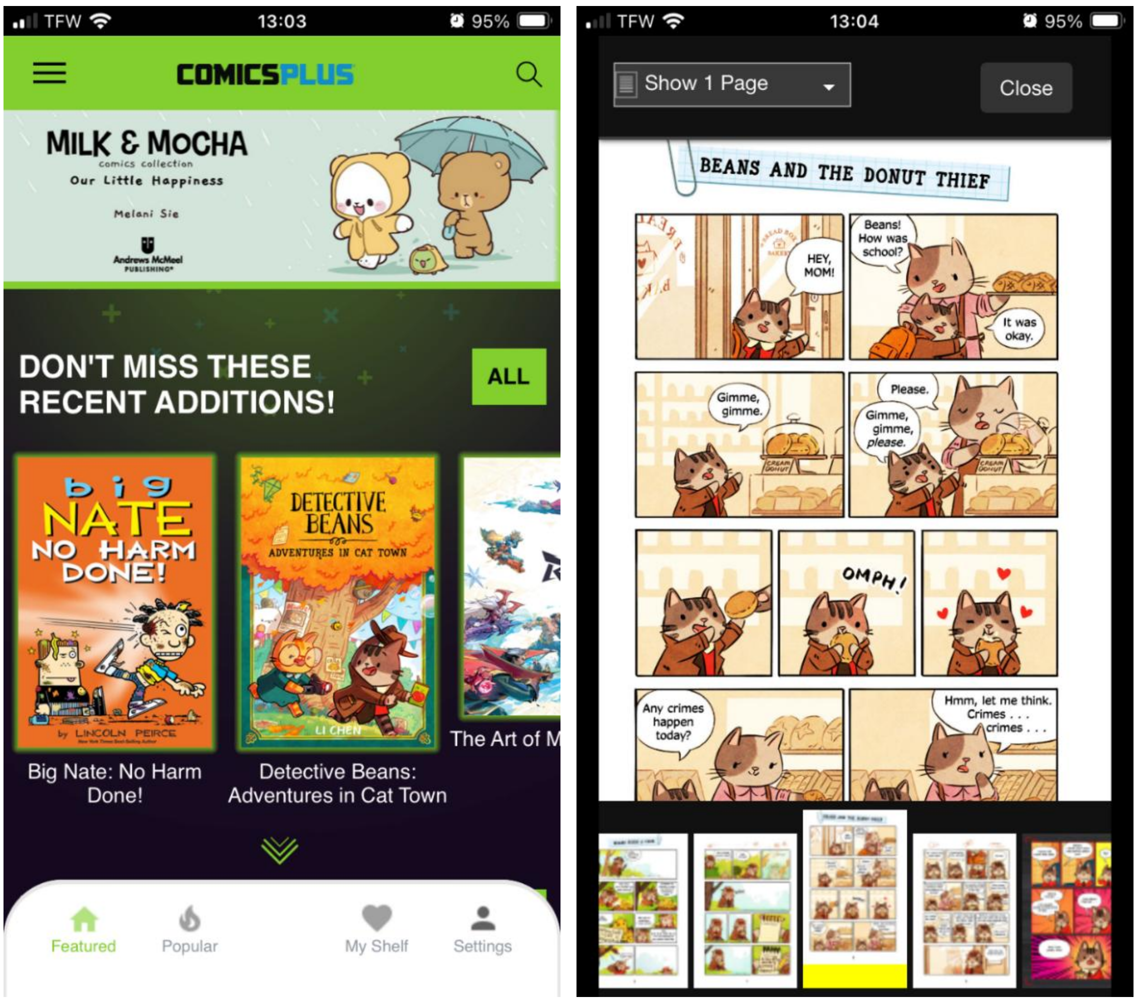


Streaming Video web browser home page.

Comics Plus – With Comics Plus patrons have unlimited, simultaneous access to approximately 25,000 digital comics, manga and graphic novels. No spending or checkout caps are needed with this worry free unlimited simultaneous use model.

With Comics Plus, your readers have access to content from publishers like Andrews McMeel, Dark Horse, Europe Comics, Fantagraphics, Humanoids, Image Comics, Kodansha, Oni Press, Tokyopop, Yen Press, and dozens more. Maximize circulation through book clubs, community reading programs, and other engaging initiatives with no holds, waitlists, or monthly borrowing limits.

Comics Plus integrates via SSO with the CloudLibrary app or you can subscribe to it as a standalone platform.



In app display.

Per Addendum 2, 2.1, we are addressing the additional items requested in sections 4.0 PRODUCT FEATURES. Addendum 2 also noted “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.”

Please provide information on the following in Exhibit B.

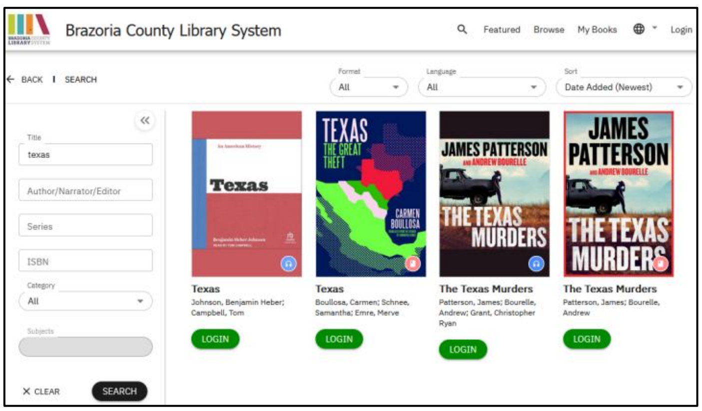
4.1 Product features that make it more appealing than that of a competitor

Please see pages 15-17 for our value added services.

4.2 The search capabilities of the product or service

Patron Web Interface Search Capabilities

CloudLibrary offers an intuitive patron web interface that includes an accessible reading experience and advanced search and filtering options.



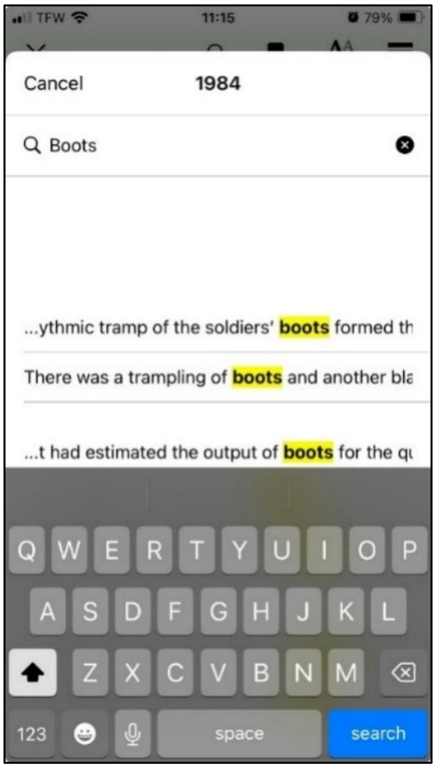
Advanced search options in web interface.

Filtered languages in web interface

Searches can be made with the following filters:

- Title
- Author/Narrator/Editor
- Series
- e-ISBN
- Category
    - All
    - Fiction
    - Nonfiction
    - Teens Fiction
    - Teens Nonfiction
    - Kids Fiction
    - Kids Nonfiction
- Subjects from Absurdist to Westerns
- Format: all, ebooks, or audiobooks
- Language
- Sort
    - Book Title (A-Z)
    - Author (A-Z)
    - Publication Date (Newest)
    - Date Added (Newest)

Patrons can also search for specific words or pieces of text in the title via the app.



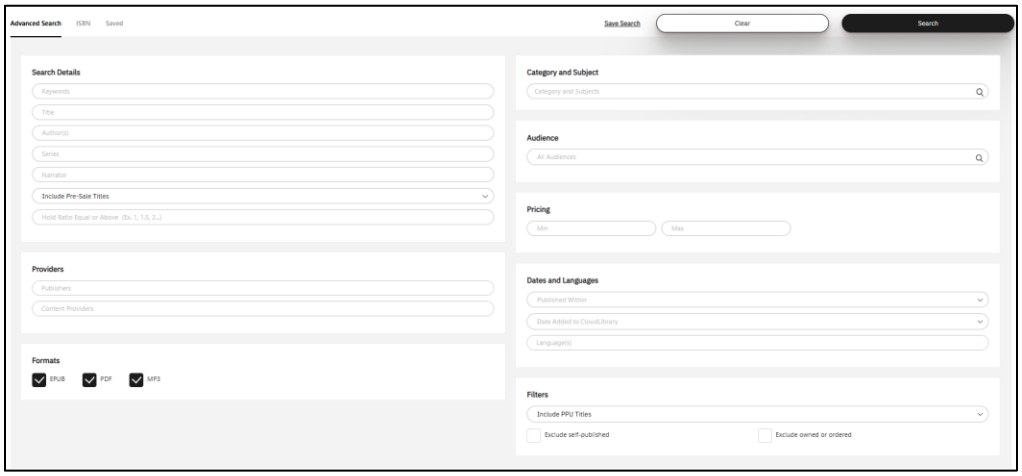
In-app word search.

Content Acquisition Tool (CAT) Staff Search Capabilities

Staff can search for titles by keyword, title, author(s), ISBN, date added to catalogue, date published, language, price range, and hold ratio. Results from the persistent 'quick search' can be sorted and refined via numerous facets, such as category and subjects, publishing dates, author, languages, price range, and more. You can do a simple search for titles to order or an advanced search.

Advanced Search Filtering Options:

- Keyword
- Title
- Author
- Series
- Narrator
- Include/Exclude/Only Pre-sale titles
- Holds Ratio
- Publisher
- Content Provider
- Formats – ePud, PDF, MP3
- Category/Subject/Genre
- Audience
- Price Minimum/Maximum
- Publication date range
- Date added to platform
- Language
- Include/Exclude/Only Pay-Per-Use titles
- Include/Exclude Self-Published titles
- Include/Exclude owned or ordered titles

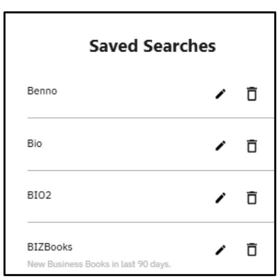


CAT advanced search.

We allow the ability for users to search based on copying and pasting a large list of eISBNs or uploading a file.

CAT bulk searches.

We also allow users to save advanced search criteria so that same search criteria can be easily used in the future.



CAT saved searches.

4.3 The lending model and access methods of the product

We offer various lending models, including one copy/one user, metered access, and cost per circ. We also provide unlimited, simultaneous access with our NewsStand, Comics Plus, and Video Streaming subscriptions.

4.4 Reporting tools available to BCLS staff to measure usage

Please see page 11 for CloudLibrary's reporting tools.

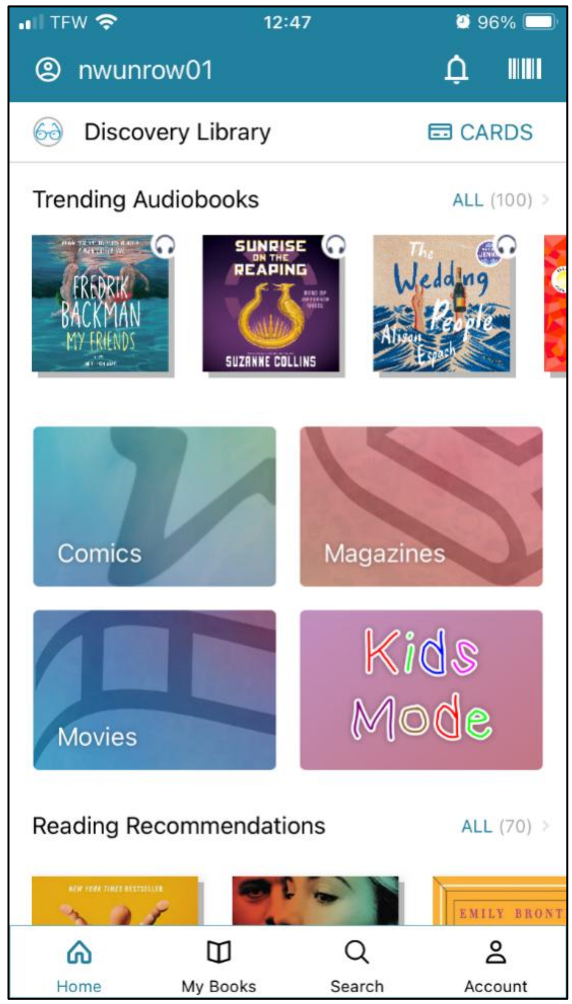
Customer Service

- **Ease of service / platform use**

  We pride ourselves on the simple, elegant, and patron-friendly nature of CloudLibrary. Patrons only need a library card number to access content, with no separate account required.

  CloudLibrary app-specific accessibility features:

  - High Color Contrast for patrons who require visibility assistance. We use tools based on the WCAG guidelines to confirm that the background and text color contrast is sufficient to support these patrons.
  - Dynamic Font for patrons requiring larger text. If patrons enable larger font size for their devices in the settings, the app will adjust dynamically to the setting specified for the device. Six available fonts to choose from, including Open Dyslexic.
  - Ease of use for all. The application follows best practices such as bottom-tabbed navigation to ensure a good experience for all patrons.
  - Scroll mode provides continuous scroll without flipping pages.
  - Children's Books. This provides two-page spreads and interactive read-a-longs.
  - Personalization. Margins, line height, word and letter spacing creates a personal reading experience.



Accessiblity

OCLC maintains a systematic and proactive approach to accessibility, with a global focus on WCAG 2.2 Level AA conformance and an ongoing program to bring our offerings up to these modern standards.

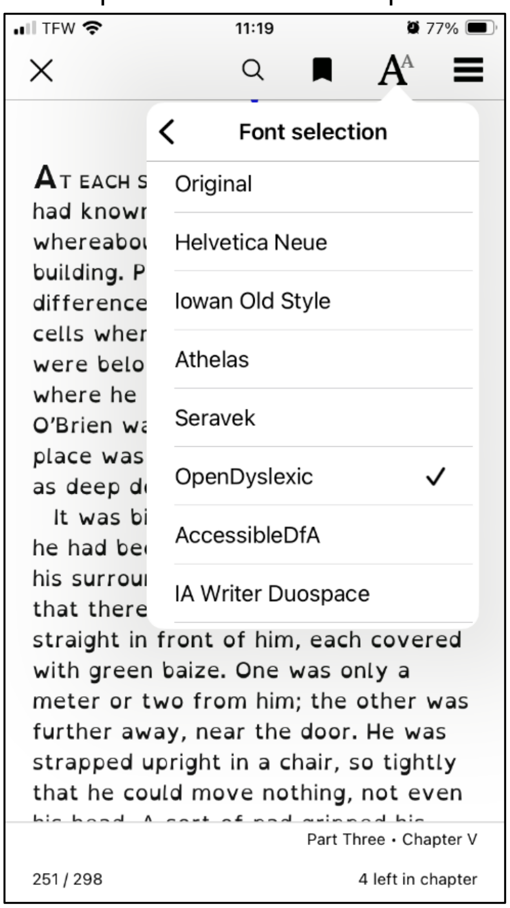
Our approach includes:

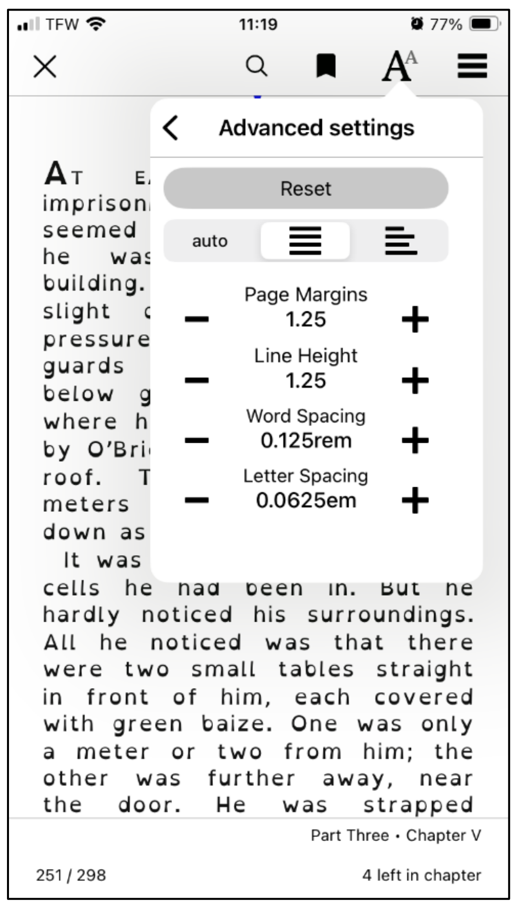
- An in-house accessibility team with IAAP-credentialed specialists
- Partnerships with third-party independent auditors
- A documented process for verifying accessibility conformance
- Detailed accessibility roadmaps with delivery timelines based on audit findings
- Continuous evaluation and incorporation of accessibility improvements into our remediation roadmap

As the landscape of accessibility and technology constantly evolves, OCLC uses commercially reasonable efforts to address issues within a reasonable timeframe based on their severity and impact on users, ensuring we consistently improve the user experience.

Please see our accessibility statement here:
https://policies.oclc.org/en/accessibility.html?cmpid=md_footer

Patrons can enable larger font size for their devices in the settings, the app will adjust dynamically to the setting specified for the device. There are six available fonts to choose from, including Open Dyslexic. In addition, users can change the page margins to their preference. See example:





- **Suitability of reporting tools to meet BCLS needs**

  CloudLibrary ebooks and audiobooks reports allow libraries to access specific information about the content the library owns, how that content is utilized by their patrons, and even how materials are shared in a CloudLink group. Reports can be run at any time in the reports section of CAT and can be exported to Microsoft Excel.

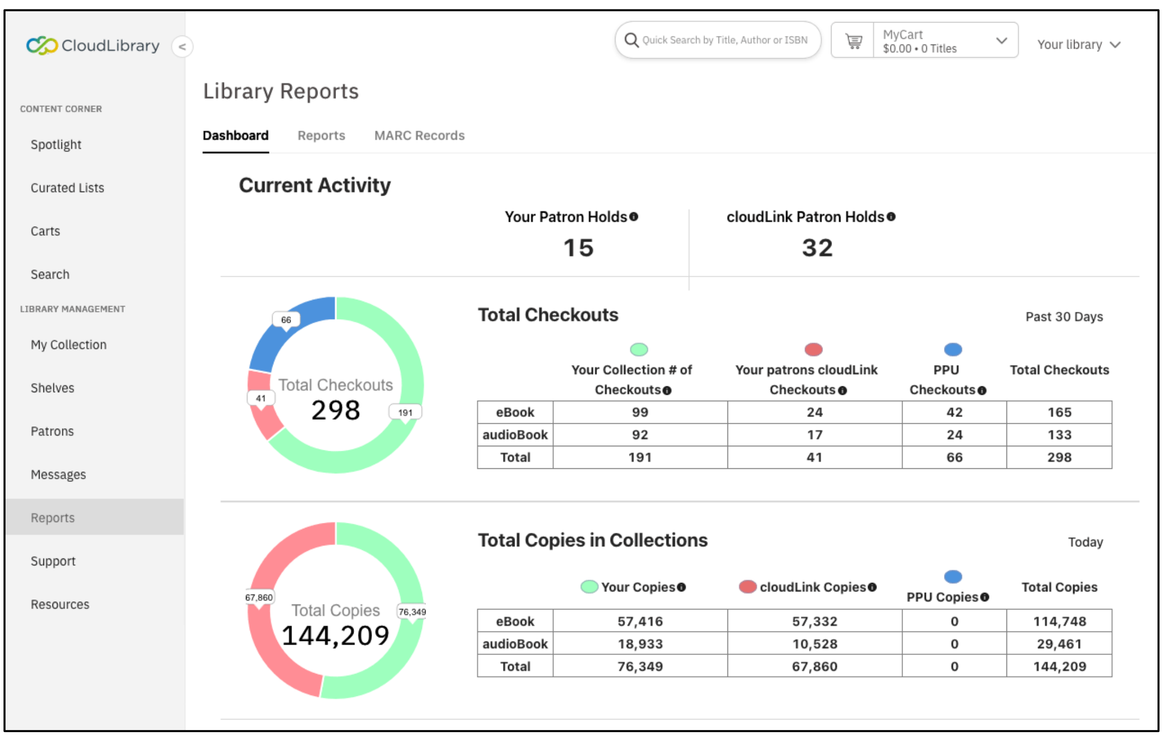
Collection Data
- Circulation Comparison
- Purchase History
- Content Expiration
- Library Current Stock
- PPU Activity
- PPU Titles

Utilization Statistics
- Holds Ratio
- Patron Utilization
- Suggestions List
- Top Circulating
- Top Purchased

Consortia Reporting
- Consortia Patron Activity
- Consortia Content Activity
- Consortia Group Patron Activity
- Consortia Group Content Activity

Generated Report Files
- Library Reports
- MARC Request
- Collection HQ

Library Sales Summary



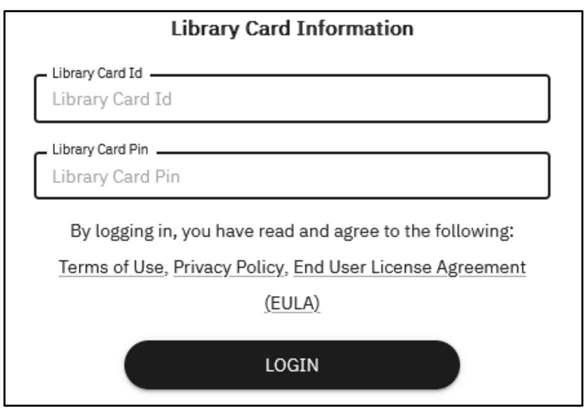
Library reports: A dashboard provides a quick digest of hold and checkout activity, and reports show more detailed trends in patron activity and collection utilization in chart of exportable grid formats.

- **Method for patron authentication**

  The CloudLibrary system allows for several ways to connect to the library ILS.

  - SIP2 - With this method a connection is configured between the CloudLibrary servers and the library's SIP server. Once live, users log in to the CloudLibrary app with their existing credentials and are given access if the account is valid in the ILS.
  - Hosted Barcode - For Hosted Barcode authentication, the library sends a spreadsheet of users to CloudLibrary Support, and it is uploaded into our system. Once the system is live, users login to the app with their patron ID. If the patron ID is matched by one on the list, the patron is given access.
  - Mock SIP - This authentication method uses the prefix or suffix of your library card format to authenticate users. It is easy to set up, easy to explain to patrons, and is contained completely in the CloudLibrary servers.
  - EZ Proxy - This method is available for libraries that have existing access to this authentication system. Using EZ Proxy authentication, we configure our system to pass login information inputted into our apps to the library's standard EZ Proxy page. Compatibility is dependent on the library's individual setup.

  The patron will be prompted to enter their Library Card ID and Library Card PIN (if required):



Web interface log in.

In addition, all four of our proposed services, ebooks and audiobooks, NewsStand, Streaming Video, and Comics Plus, are integrated into the CloudLibrary app, allowing your patrons a simple SSO experience!

Company Data & Experience

- **Ability to provide services requested**

  Brazoria County Library System currently subscribes to CloudLibrary and we are honored to partner with your staff and community in providing easy access to a vast collection of electronic services and resources. You will continue to receive excellent collection and technical services along with a premium app experience by partnering with OCLC CloudLibrary for your e-content goals.

  What makes OCLC unique is our nonprofit model—we reinvest all revenue into research, programs, and product development to better serve our members. We stay connected through councils, advisory groups, and research projects to understand what libraries need most. Based on this input, we continue to invest in solutions that help libraries thrive in a changing world.

  In 2026, CloudLibrary earned Gold recognition in the Modern Library Awards (MLAs) from LibraryWorks. The MLAs honor elite products that help libraries elevate patron experience and boost operational performance, highlighting CloudLibrary's impact on modern digital collections and service delivery.

  Our Collection Development Specialists are happy to help manage your collection, at no additional cost, so your collection remains fresh and relevant. The Account Executive assigned to the Brazoria County Library System will reach out monthly to ensure you know about any new features or updates, the various content sales we are offering, and offer recommendations based on their extensive experience. Our dedicated and highly skilled team will be alert and ready to assist whenever the opportunity arises.

  Brett Ward, your CloudLibrary Account Executive, will serve as your main contact to address issues you may have with your CloudLibrary account. Brett can be reached at 651-200-9917 or wardb@oclc.org.

Brett Ward, Account Executive
Brett joined OCLC in 2024 as CloudLibrary Account Executive – National Accounts. Prior to joining OCLC, Brett worked for Bibliotheca and 3M Library Systems and focused on the CloudLibrary platform since 2014. As a CloudLibrary Account Executive, Brett helped many new libraries of all types and sizes in implementing digital content solutions for their patrons. Brett brought extensive experience assisting libraries in migrating content from other digital providers to the CloudLibrary platform for a successful transition.

- **Years in business**

  OCLC is a global library community that has supported knowledge sharing for over 58 years. Founded in 1967 by library leaders, it began as a nonprofit collaboration to improve library services through shared online cataloging. By combining technology with cooperation, OCLC has helped lower costs and increase efficiency.

  In 2024, OCLC acquired CloudLibrary to further support public libraries' efforts to successfully manage accelerated shifts to digital collections. CloudLibrary was created in 2011 with 3M Library Systems.

- **Service reliability / stability**

  Nearly 500 libraries in 20 countries rely on CloudLibrary to provide access to a rich collection of digital content, including millions of ebooks and audiobooks and thousands of magazines, newspapers, comics, and streaming media services in over 50 languages.

  The CloudLibrary app has a **4.7** (of 5) stars on Google Play and the Apple app stores.

  In addition, where other vendors may only make upgrades to their app once a year, we are constantly looking for ways to improve our app and enhance the patron experience, by releasing new versions on an almost monthly basis.

  The CloudLibrary platform does several things to proactively optimize our data traffic. Listed below are some of the ways in which we do this.

  Efficient Resource Allocation and Scaling:

  - Auto-scaling: automatically adjust resources (scale up/down or out/in) based on demand, preventing performance bottlenecks during peak periods and optimizing cost during low usage.
  - Right-sizing: Choose appropriate service tiers and VM sizes for our workloads to ensure sufficient resources without over-provisioning.

  Database Optimization:

  - Efficient queries and indexing: Optimize database queries and ensure proper indexing to reduce data retrieval times.

- Data archiving and purging: Relocate less-frequently accessed data to more cost-effective storage tiers or permanently remove redundant data to reduce database size and improve query performance.
- Load Balancer: Distribute network traffic across multiple servers within a region for high availability and improved performance.

Security

OCLC has a defined incident management process for security events that may affect the confidentiality, integrity, or availability of its systems or data. This process specifies courses of action, procedures for notification, escalation, mitigation, and documentation. OCLC's computer security incident handling procedures follow NIST incident handling guidance.

Security breaches are investigated promptly, and the OCLC Legal Team provides notification to the affected institutions in the most expedient time possible under the circumstances, without unreasonable delay, consistent with the legitimate needs of applicable law enforcement, and after taking any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system.

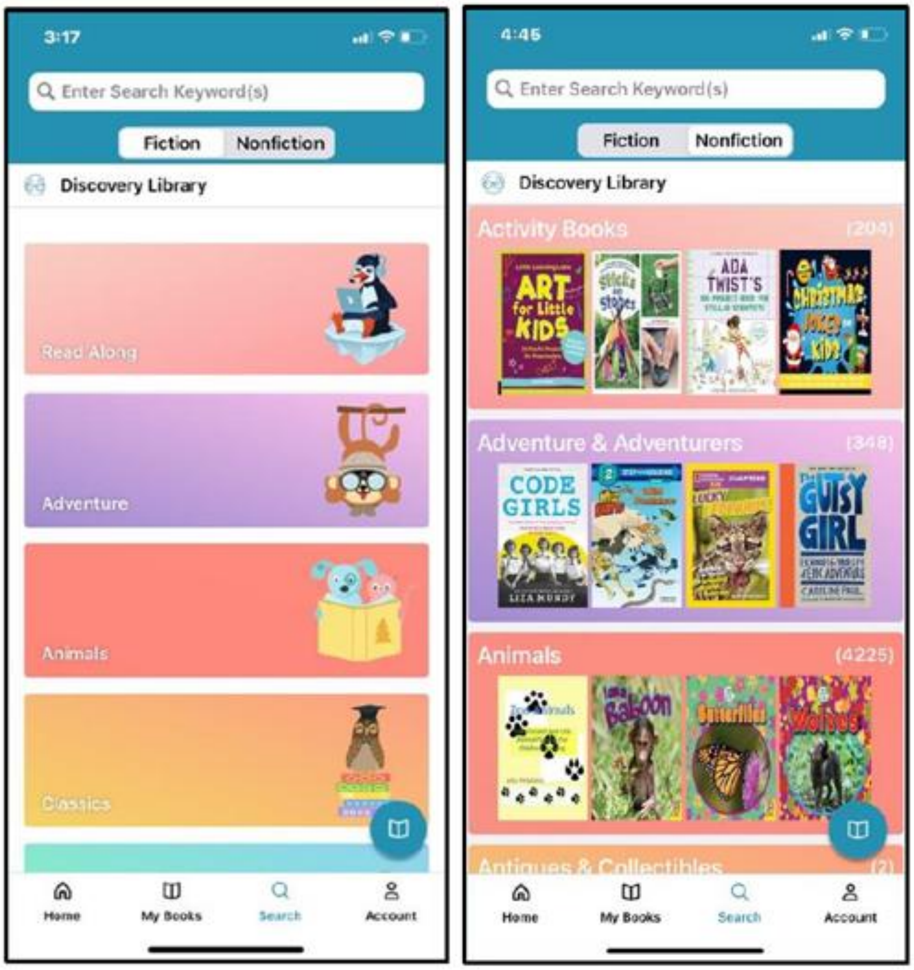
The Information Security Team is trained in forensics and handling evidence in preparation for an event, including the use of third-party and proprietary tools. To help ensure the swift resolution of security incidents, the OCLC Security Team is available 24x7 to all employees. When an information security incident occurs, OCLC's Security Team responds by logging and prioritizing the incident according to its severity. Events that directly impact customers are treated with the highest priority. OCLC's Security Team consults on post-mortem investigations when necessary to determine the root cause for single events, trends spanning multiple events over time, and to develop new strategies to help prevent recurrence of similar incidents.

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

Kids Mode!

CloudLibrary offers several features to help manage child-appropriate content for junior members. Library staff can view the audience level of each title in the system and in the CloudLibrary collection. Additionally, staff can recategorize the target audience for individual titles. This allows libraries to decide the appropriate audience level for each title. For example, if a title is categorized as young adult or juvenile by the publisher, but the library disagrees, they can adjust this within the CloudLibrary's library staff tool our CAT tool.

Furthermore, CloudLibrary enhances the experience for young readers through Kids Mode. This feature can be enabled by individual patrons or parents within the mobile app. Kids Mode provides a patron-friendly interface for early or non-readers and filters content to display only juvenile titles. This ensures a safe and engaging environment for young patrons.



In-app child mode.

CloudLink

Content is the heart of the library. With the need for digital content growing, how can forward-thinking libraries provide more content without exhausting their budgets? With CloudLink, CloudLibrary's optional reciprocal lending solution. Using CloudLink, much like interlibrary loan, patrons get access to more content and shorter hold times. CloudLibrary allows you to prioritize your libraries' digital content to your patrons, meaning only your libraries' patrons can place holds on your owned content.

Patrons get more content and shorter hold times with CloudLink, as it allows you to prioritize your content to your patrons. In a CloudLink group, each library retains ownership of its collection but shares the unused portion of it with other participating libraries, and vice versa. This happens seamlessly in the app, so when patrons log in, they see content from all the different collections side-by-side, without having to search each collection separately.

CloudLink's unique sharing benefits that other vendors cannot provide:

- More available content for your patrons through group sharing
- Shorter holds lists, increased circulation, fewer patron suggestions
- Your patrons get your content first (your copy will first fulfill your holds)
- Priority for your Priority for your own patrons, as patrons from other libraries cannot place holds on owning library's titles
- Full title ownership is retained, and no financial contribution to a shared collection
- Share your unused content with partnering libraries and get credit for the added circulations
- Control of library branding and patron facing shelves
- Separate reporting shows who is borrowing from who
- Control is retained over key settings such as loan and holds period, pay-per-use parameters

Texas CloudLink quick facts:

- 315,000+ total copies
- 195,000+ ebook copies
- 120,000+ audiobook copies
- $12.6M+ collection value
- 70+ active local CloudLibrary accounts

CloudLink is a budget-friendly way to expand the breadth and depth of your ebook and audiobook collection. You will increase circulation of lesser-used titles and decrease hold times on popular materials by working with other CloudLink libraries in your state.

MARC Records

MARC records for ebooks and audiobooks are included with your current OCLC Cataloging and Metadata subscription. Within your Cataloging and Metadata subscription, and with the new automated holdings feed, you have the flexibility to fully customize the WorldCat MARC record delivery for your CloudLibrary collection. This includes the ability to add or delete specific tags and subfields and incorporate local information. These customization options allow you to tailor records to meet the specific needs of your system.

Pricing Validity Period

- **Length of time pricing can be held.**

  We have no assumptions, limitations, or conditions that will impact pricing beyond the initial one hundred eighty (180)-day period or during the initial contract.

  - CloudLibrary ebook and audiobook platform fee and CloudLink fee can be held for 5 years.
  - CloudLibrary Streaming Video subscription fee can be held for 5 years.
  - CloudLibrary NewsStand eMagazines fee can be held for 2 years
  - Comics Plus subscription fee can be held for 1 year.

Additional Company Information

- **Include any other additional information that will provide further insight as to your company's qualifications in providing services**

  Please see page 15 on our ability to provide services requested.

- **Any license terms and conditions or agreements that will need to be signed pertaining to this contract**

  Please see the CloudLibrary End User License Agreement here:

  http://download.yourcloudlibrary.com/apps/CloudLibrary_EULA.html

  Please see the CloudLibrary NewsStand End User Terms & Conditions here:

  https://cloudlibrary.magzter.com/terms-and-conditions

  Please see the Comics Plus Terms & Conditions here:

  https://librarypass.com/terms-conditions

  Please see the end of this document for our Scope of Offer and Framework Agreement.

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:** Lewisville Public Library
   Address: 1197 W. Main St. Lewisville TX 75067
   Contact Name: Carolyn Booker
   Phone Number: 972-219-3571
   $ amount of project / contract: Confidential
   Contract / Project dates: 2012 – Present

2. **Name of government or agency:** BiblioTech Public Library
   Address: 300 Dolorosa St, San Antonio, TX 78205
   Contact Name: Laura Cole
   Phone Number: 210-335-2450
   $ amount of project / contract: Confidential
   Contract / Project dates: 2013 – Present

3. **Name of government or agency:** Kyle Public Library
   Address: 550 Scott Street, Kyle, TX 78640
   Contact Name: Leslie Scott
   Phone Number: 512-786-0886
   $ amount of project / contract: Confidential
   Contract / Project dates: 2025 – Present

4. **Name of government or agency:** Corpus Christi Libraries
   Address: 805 Comanche, Corpus Christi, TX 78401
   Contact Name: Stephanie Juarez
   Phone Number: 361-826-7047
   $ amount of project / contract: Confidential
   Contract / Project dates: 2021 – Present

5. **Name of government or agency:** Cozby Library and Community Commons
   Address: 177 N Heartz Road, Coppell, TX 75019
   Contact Name: Amy Pittman-Hassett
   Phone Number: 972-304-3660
   $ amount of project / contract: Confidential
   Contract / Project dates: 2012 - Present

Signed Addenda

Please see the following pages for the Signed Addenda.

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.

OCLC, Inc.
LEGAL NAME OF CONTRACTING COMPANY

800-848-5878
TELEPHONE NUMBER

614-764-6096
FACSIMILE NUMBER

SIGNATURE

Andrew Bordas, Chief Operations Officer
NAME AND TITLE PRINTED

*Addendum approved by:

2/25/2026

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

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 Loca 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.

OCLC, Inc.

LEGAL NAME OF CONTRACTING COMPANY

800-848-5878	614-764-6096
TELEPHONE NUMBER	**FACSIMILE NUMBER**
[signature]	Andrew Bordas, Chief Operations Officer
SIGNATURE	**NAME AND TITLE PRINTED**

*Addendum approved by:

[signature] 02/26/2026

Susan P. Serrano, CPPO, CPPB — Date

County Purchasing Director

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.

OCLC, Inc.

LEGAL NAME OF CONTRACTING COMPANY

800-848-5878	614-764-6096
TELEPHONE NUMBER	**FACSIMILE NUMBER**
	Andrew Bordas, Chief Operations Officer
SIGNATURE	**NAME AND TITLE PRINTED**

*Addendum approved by:

03/04/26

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

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@brazoriacountytx.gov.

OCLC, Inc.
LEGAL NAME OF CONTRACTING COMPANY

800-848-5878	614-764-6096
TELEPHONE NUMBER	**FACSIMILE NUMBER**
	Andrew Bordas, Chief Operations Officer
SIGNATURE	**NAME AND TITLE PRINTED**

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB County Purchasing Director	03/05/2026 Date

Exceptions to Standard Terms & Conditions & Special Requirements

Please see the following pages for our Exceptions to Standard Terms & Conditions & Special Requirements.

OCLC COMMENTS AND EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS

OCLC's goal is to establish a mutually successful contractual relationship with Brazoria County (the "Institution"). In connection with the Institution's Request for Proposal (the "RFP"), OCLC attaches its Framework Agreement ("FA") for the products and services responsive to the RFP and proposes that the FA serve as the governing agreement or be incorporated into the final, mutually agreed-upon contract. Through this Comments and Exceptions document, OCLC identifies certain exceptions to the RFP terms and conditions, which reflect differences from OCLC's Framework Agreement and/or standard industry practices. These exceptions should not be construed as a rejection of the RFP terms and conditions. OCLC reserves the right to further negotiate the terms presented by the Institution and to reach mutually agreed-upon final terms and conditions should OCLC be awarded the RFP.

RFP STANDARD TERMS AND CONDITIONS	
Section Reference	**Comments & Exceptions**
5. Contract	OCLC is requesting this revision to ensure appropriate internal review and authorization of contractual obligations. Limiting the agreement to mutually executed documents helps prevent ambiguity and supports sound contract administration for both parties. **OCLC Proposed Language:** The Contract shall consist solely of (i) the mutually executed agreement between the parties, including OCLC, Inc.'s Framework Agreement and CloudLibrary Schedule, (ii) the agreed upon pricing document, (iii) Specifications/Statement of Work, and (iv) the Brazoria County Standard Terms and Conditions and Special Requirements, as expressly agreed to in writing by authorized representatives of both parties. 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 agreed upon in writing by authorized representatives of all parties hereto.
8. Addenda	OCLC cannot agree to provisions that permit unilateral modification of contract terms. **OCLC Proposed Language:** 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. Any addenda issued by Brazoria County Purchasing Director shall be for informational purposes only and shall

	not modify the terms of the Contract unless expressly agreed to in writing by authorized representatives of both parties.
15. Indemnification	Together with the Warranties, Limitation of Liability, and the overall risk-allocation structure of the OCLC Framework Agreement, indemnification should be reasonably limited to ensure fairness and align with SaaS industry-standard risk allocation. OCLC proposes striking the Brazoria-proposed clause and replacing it with the following. **OCLC Proposed Language:** 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 directly resulting from gross negligence or willful misconduct by the Contractor or any of its Directors, employees, or subcontractors.
20. Termination of Contract	Termination provisions are addressed in OCLC's Framework Agreement, and OCLC requests that the termination language included in the RFP Standard Terms and Conditions be deleted and replaced by the Framework Agreement termination provisions to avoid conflicting or duplicative terms.
21. Delivery of Notices	**OCLC Proposed Language:** 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 delivered via e-mail, as well as 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
25. Contractor's Liability	Limitation of liability is addressed in OCLC's Framework Agreement, and OCLC requests that the Contractor's liability language included in the RFP Standard Terms and Conditions be deleted and replaced by the Framework Agreement limitation of liability provisions to avoid conflicting or duplicative terms.
27. Warranty	Any warranties OCLC is able to provide are set forth exclusively in OCLC's Framework Agreement, and OCLC requests that the warranty language included in the RFP Standard Terms and Conditions be deleted and replaced by the Framework Agreement warranty provisions to avoid conflicting or duplicative terms.
31. Right to Audit	OCLC requests that the audit language included in the RFP Standard Terms and Conditions be deleted and replaced by the following: **OCLC Proposed Language:**

	Any audit rights shall be limited to records reasonably necessary to verify fees paid under this Contract, shall be conducted no more than once annually upon reasonable advance written notice, during normal business hours, and shall not include access to OCLC's confidential information, proprietary systems, or third-party data. Audits shall be conducted at the auditing party's expense and subject to OCLC's confidentiality and security requirements.

RFP SPECIAL REQUIREMENTS	
Section Reference	**Comments and Exceptions**
Reduction in Price **Price Increase**	OCLC's pricing structure, including any adjustments, is governed by its Framework Agreement and reflects negotiated scope, term, and commercial considerations. OCLC is unable to accept most-favored-customer pricing obligations or unilateral price-cap mechanisms. OCLC requests that the Contractor's "Reduction in Price" and "Price Increase" language included in the RFP be deleted and pricing and any price adjustments shall be governed exclusively by the pricing provisions set forth in OCLC's Framework Agreement and the agreed upon pricing document.
Contract Obligations	OCLC notes that, pursuant to its proposal and Scope of Proposal document, statements made in OCLC's proposal are submitted solely for evaluation purposes in connection with the RFP process and are not intended to create legally binding obligations or representations and warranties. Accordingly, OCLC proposes that no statements contained in its proposal shall be deemed representations or warranties to be incorporated into the final contract unless and until the parties have mutually agreed in writing to include such statements in a definitive, mutually executed agreement.

Agreements or Terms and Conditions

Please see the following pages for our Scope of Proposal and Framework Agreement.

SCOPE OF PROPOSAL
BRAZORIA COUNTY LIBRARY SYSTEM

This response constitutes a proposal to Brazoria County (the "Institution"). This proposal is provided by OCLC, Inc. ("OCLC") in response to the Institution's Request for Proposal for E-Content and Database Services for the Brazoria County Library System (the "RFP"). This proposal is provided solely for evaluation purposes in connection with the RFP process and does not create, and is not intended to create, any legally binding obligations on the part of OCLC.

OCLC's proposal shall be governed by the RFP, OCLC's Framework Agreement, and OCLC's comments and, as applicable, exceptions to the RFP's terms and conditions (included with OCLC's proposal).

If all of the terms contained in this proposal are acceptable to the Institution, please have an authorized representative accept this proposal in writing. The terms of this proposal will remain in effect for 90 days after the closing date of the RFP. Any acceptance is expressly limited to the terms of this offer, and OCLC objects to any additional terms in such acceptance, though we would consider such terms during negotiations.

If representatives of the Institution wish to discuss the modification of applicable OCLC terms or the introduction of additional terms, OCLC is willing to negotiate. Before any legally binding commitments are made, however, OCLC and the Institution will work out mutually acceptable contracts.

The prices given in this proposal are the result of independent OCLC action and not the result of any undisclosed collusion between or among OCLC and any third parties.

To the best of OCLC's knowledge, no undisclosed conflict of interest between the Institution and any of its employees will be caused by OCLC entering into negotiations with the Institution.

Although the proposal may contain responses to the sections of the RFP dealing with specification requirements as requested, these responses are for the Institution's evaluation purposes only. OCLC assumes that the Institution and OCLC shall mutually develop and agree to final project specifications consisting of the RFP specifications to the extent accepted by OCLC and any other specifications or adjustments to the specifications required by the Institution and OCLC.

OCLC's offer is contingent upon the contract being accepted by a legally competent and financially responsible entity. OCLC reserves the right to correct any errors or omissions in its proposal at any time.

Framework Agreement

INSTITUTION NAME ("Institution")	Brazoria County
LIBRARY NAME (if different from Institution)	Brazoria County Library System
OCLC SYMBOL (if any)	T7B
STREET ADDRESS	401 East Cedar St.
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	Angleton TX 77515
CONTACT PERSON, JOB TITLE	Allyson Hibbard
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	allysonh@bcls.lib.tx.us

BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

STREET ADDRESS	
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	
CONTACT PERSON, JOB TITLE	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	

Is Institution considered exempt from tax in the country in which it is located? ☒ Yes ☐ No

Signatures follow on next page

SIGNATURES

By signing below, Institution: (1) acknowledges that Institution has read and agrees that the terms of this Agreement, as defined herein, shall become effective upon full execution of the Agreement ("Effective Date"); (2) warrants that it has made no unilateral changes to the terms of the Agreement since last received from OCLC; (3) orders access to the Products and Services as specified in this Agreement; and (4) warrants that it has the authority to enter into this Agreement.

Institution	**OCLC, Inc.**
Signature: ________________________________	Signature: ________________________________
Name: ________________________________	Name: ________________________________
Title: ________________________________	Title: ________________________________
Date: ________________________________	Date: ________________________________

Notice Adress for Institution	**Notice Address for OCLC, Inc.**
Name: ________________________________	Name: Legal
Email: ________________________________	Email: legal@oclc.org

Section 1 Schedules Incorporated

By marking the box associated with the Products and Services to which this Agreement applies below, Institution hereby subscribes to those Products and Services selected, and agrees to the associated schedule set forth at the links below. Institution may also subscribe to Products and Services by initialing an attached schedule for that Product or Service. Those schedules located at the links associated with the selected Products or Services in the table below and/or any schedules attached hereto are hereby incorporated into this Agreement (the "Schedule" or "Schedules").

Products and Services Provided	Associated Schedule
☐ WorldShare® Management Services	Schedule 1 - WMS https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01-WorldShare-Management-Services-EN-US.pdf
☐ WMS Sandbox	Schedule 1.A - WMS Sandbox https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01A-WMS-Sandbox-EN-US.pdf
☐ WorldShare Metadata / OCLC Cataloging	Schedule 2 - WorldShare Metadata / OCLC Cataloging https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02-WorldShare-Metadata-OCLC-Cataloging-EN-US.pdf
☐ Group Catalog	Schedule 2.A - Group Catalog https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02A-Group-Catalog-EN-US.pdf
☐ OCLC Small Library Edition	Schedule 2.B – OCLC Small Library Edition https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02B-OCLC-Small-Library-Edition-EN-US.pdf
☐ WorldCat® Discovery Services	Schedule 3 - WorldCat Discovery Services https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03-WorldCat-Discovery-Services-EN-US.pdf
☐ WorldCat® Discovery Services/FirstSearch	Schedule 3.A - WorldCat Discovery Services/FirstSearch https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03A-WorldCat-Discovery-Services-FirstSearch-EN-US.pdf
☐ WorldCat® Visibility	Schedule 3.B – WorldCat Visibility https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03B-WorldCat-Visibility-EN-US.pdf
☐ WorldShare License Manager	Schedule 4 - WorldShare License Manager https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-04-WorldShare-License-Manager-EN-US.pdf
☐ WorldShare Collection Evaluation	Schedule 5 - WorldShare Collection Evaluation https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-05-WorldShare-Collection-Evaluation-EN-US.pdf
☐ CONTENTdm®	Schedule 6 - CONTENTdm https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-06-CONTENTdm-EN-US.pdf
☐ EZProxy®	Schedule 7 - EZProxy https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-07-EZproxy-EN-US.pdf
☐ WebDewey®	Schedule 8 - WebDewey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-08-WebDewey-EN-US.pdf
☐ OCLC WebJunction®	Schedule 9 - WebJunction https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-09-WebJunction-EN-US.pdf
☐ WorldShare Interlibrary Loan Services ("ILL")	Schedule 10 - WorldShare Interlibrary Loan Services ("ILL") https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10-WorldShare-ILL-EN-US.pdf
☐ ILLiad	Schedule 10.A - ILLiad https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10A-ILLiad-EN-US.pdf
☐ Tipasa®	Schedule 10.B - Tipasa https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10B-Tipasa-EN-US.pdf
☐ WorldCat.org	Schedule 11 - WorldCat.org https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-11-WorldCat.org-EN-US.pdf
☐ OCLC Wise ("Wise")	Schedule 14 - Wise https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-14-Wise-EN-US.pdf
☐ CapiraMobile™	Schedule 15 - CapiraMobile https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-15-CapiraMobile-EN-US.pdf
☐ MuseumKey	Schedule 18 - MuseumKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-18-MuseumKey-EN-US.pdf
☐ LendingKey	Schedule 19 - LendingKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-19-LendingKey-EN-US.pdf
☐ Talis	Schedule 20 – Talis https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-20-Talis-Aspire-EN-US.pdf
☐ Choreo Insights	Schedule 21 – Choreo Insights https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-21-Choreo-Insights-EN-US.pdf
☐ OCLC Meridian	Schedule 22 – OCLC Meridian https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-22-OCLC-Meridian-EN-US.pdf
☒ cloudLibrary	Schedule 23 – cloudLibrary https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-23-cloudLibrary-EN-US.pdf
☐ GreenGlass®	Schedule 24 – GreenGlass https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-23-cloudLibrary-EN-US.pdf

Section 2 Scope & Construction

This "Agreement", including the Framework Agreement and the Schedule(s) selected in Section 1, establishes the general terms and conditions for the provision of Products and Services. In case of a conflict in terms between the Framework Agreement and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution accepts or executes multiple agreements with OCLC for the same Products and/or Services, the order of precedence for the control of terms shall be (1) a negotiated Framework Agreement representing unique terms between OCLC and Institution, if one exists; (2) the most recently executed or accepted agreement.

Section 3 Definitions

In this Framework Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined below:

3.1 **Bibliographic Data** means all the bibliographic data (including subject data, such as local key words and subject headings), descriptive metadata, relationship metadata and other metadata of the type stored in WorldCat.

3.2 **Holdings Data** means all the ownership and license data in relation to Institution's collection (including electronic resources).

3.3 **Hosted Services** means the hosted services made available by OCLC which Institution may access pursuant to this Agreement. The Hosted Services are described in detail in the applicable Product Descriptions but do not include services (including API's and the like) provided by third parties.

3.4 **Institution Data** means (i) the Holdings Data in relation to Institution's collection; (ii) all the data that forms part of the library process or the internal operations of the Institution, such as circulation, patron, and acquisition data; and (iii) all other data and content that is produced, sent or reproduced through the Services by the Institution or made available to OCLC in connection with the Services.

3.5 **Internal Data** means Institution Data intended exclusively for internal use by the Institution, subject to the rights granted to OCLC herein

3.6 **Product Descriptions** means the descriptions of the Products and Hosted Services as made available at www.oclc.org and as updated from time to time by OCLC.

3.7 **Products** mean the OCLC software, hardware, and other products licensed to Institution pursuant to this Agreement. The Products are described in detail in the applicable Product Descriptions but do not include products provided by third parties.

3.8 **Professional Services** means the services that OCLC provides to Institution under this Agreement in connection with the Products or Hosted Services, such as data migration, configuration, consultancy, support, and training.

3.9 **Services** mean the Hosted Services and Professional Services.

3.10 **Shared Data** means the Institution Data made available by Institution to the public or to third parties selected by the Institution (such as other participants or users) or that by its nature is intended for use outside the Institution's organization, such as Bibliographic Data, Holdings Data, and other data not considered Internal Data.

3.11 **Systems** mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.

3.12 **WorldCat** means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.

Section 4 Products and Services

4.1 **General**. OCLC will provide Institution those Products and Services to which it subscribes, in accordance with this Agreement and as described in the version of each Product or Service's respective Product Description active on the Effective Date. Further information can be found at https://www.oclc.org/en/services.html. Institution shall provide OCLC with the assistance and information OCLC reasonably needs to perform the Services properly or where OCLC otherwise reasonably requests. OCLC shall not be liable for any failure to perform its obligations arising from Institution's failure to provide such assistance or information.

4.2 **Modifications**. OCLC may change or modify a Product or Service from time to time in its discretion. OCLC shall notify Institution should there be any material changes to the respective Product or Service by such means as reasonably determined by OCLC. Any new Product or Service functionality made available by OCLC shall be subject to this Agreement.

4.3 **Support**. Support services will be provided in accordance with the support service description set forth in the relevant Schedule. Further information is available at http://www.oclc.org/support/home.en.html.

4.4 **Limitations**. Institution shall only use the Products and Services in accordance with the terms of this Agreement and for the purposes specified in the Product Descriptions.

Section 5 Ownership and Licenses

5.1 **Ownership**

a) **OCLC Intellectual Property**. OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services, WorldCat, and all other materials produced or provided by OCLC. All rights not expressly granted by OCLC are reserved.

b) **Institution Data.** Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data, except for rights granted to OCLC and its affiliates under this Agreement. Institution is solely responsible for the accuracy, completeness, and legality of Institution Data. Institution is responsible for obtaining all permission and other rights necessary to provide Institution Data to OCLC. Institution will not provide OCLC with Institution Data that Institution does not have the right to provide for use in connection with the Products or Services.

5.2 Licenses

a) **Products and Services.** Subject to the terms of this Agreement and the applicable Schedule(s), Institution's license to use the Products and Services identified in the executed Schedules may be pursuant to a hosted license (for Hosted Services) or a non-hosted license (for Products). For Products paid for by Institution, OCLC grants Institution a nonexclusive, nontransferable license to install and use the Product solely for the noncommercial purposes described in the Product Description and the applicable Schedule. For Hosted Services subscribed to by Institution, OCLC will provide access to the Hosted Service, and if applicable a license to install and use any local software components of the Hosted Service, all solely for the noncommercial purposes described in the Product Description and the applicable Schedule.

b) **Institution Data.** Institution grants OCLC a global, non-exclusive, royalty-free, transferable and sub-licensable right to use the Internal Data to the extent necessary for the provision of the Products and Services. Institution grants OCLC, OCLC participants, non-participant users, and OCLC designees a global, perpetual, non-exclusive, royalty-free, transferable, and sub-licensable right to host, reproduce, transmit, store, publish, distribute, modify, create derivative works from, and otherwise use Shared Data. Institution Data shall be supplied to OCLC in a format compatible for use with the Products and Services.

Section 6 Term and Termination

6.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for the initial term specified in a pricing document, upon the expiration of which, the Agreement shall renew annually unless terminated according to Section 6.2, or if no such term is specified, the duration that Institution has access to the applicable Products or Services (the "Term"), subject to the earlier termination of this Agreement pursuant to Section 6.2 below.

6.2 Termination. This Agreement or individual Schedules may be terminated in one of the following ways:

a) By either party, effective at the end of the initial subscription period, which shall be as set forth in the agreed upon pricing document, or any renewal period, as which shall be as set forth in any renewal notice issued pursuant to Section 7.2, by providing the other party with at least 30 days' prior written notice of its desire to not renew a Product or Service;

b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;

c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or

d) As otherwise explicitly provided in this Agreement.

6.3 Effect of Termination. Termination of this Agreement shall terminate all Schedules, termination of a Schedule will not terminate the Agreement or any other Schedule. Upon termination of this Agreement or any Schedule, the rights granted by OCLC in the applicable Schedule or Agreement are terminated unless otherwise provided in such Schedule. After termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply. OCLC will provide Institution access to Institution Data for 90 days after the effective date of termination, after which, OCLC shall have no obligation to maintain any Institution Data.

Section 7 Fees and Payment Terms

7.1 Fees. Institution shall pay the applicable charges based on their agreed upon pricing document. In the absence of an agreed upon pricing document, (i) OCLC's prevailing price for the Products and Services shall govern; and (ii) payments shall be made to OCLC annually; such annual payments will be billed upon the beginning of the applicable subscription period an shall be paid according to the terms stated on the invoice. Fees are exclusive of any taxes and shall be paid in the currency and to the address stated on the invoice. Institution shall pay such tax to OCLC or other entity, as appropriate. Institutions exempt from taxation shall supply a valid exemption certificate upon request. Institution's failure to fully pay any fees or taxes within 60 days after the applicable due date will be deemed a material breach of this Agreement, justifying OCLC's suspension of Products and Services.

7.2 Price Changes. OCLC reserves the right to change any price/fee, provided that OCLC provides Institution written notice of the change at least 60 days prior to the date the change is to become effective. Notwithstanding the foregoing, OCLC will not change any prices/fees contained in an agreed to price quote or renewal notice prior to the expiration of the quote or renewal notice.

7.3 Non-refundable. Institution will not be entitled to a refund of any implementation or pre-paid fees under this Agreement unless (i) OCLC terminates the Agreement or a Schedule pursuant to Section 6.2 (a), or (ii) Institution terminates the

Agreement or a Schedule pursuant to Section 6.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.

7.4 Proprietary Information. Institution agrees that OCLC's pricing information is proprietary to OCLC, and agrees to maintain confidentiality of such proprietary information, as well as any other information which OCLC communicates in writing to be proprietary or confidential, for 3 years from receipt by Institution. It shall not be a violation of this section to disclose information as required by applicable law (including public records acts), valid court order, or legal process.

Section 8 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. INSTITUTION MAY INTEGRATE OCLC'S PRODUCTS AND SERVICES WITH THIRD PARTY PRODUCTS AND SERVICES. HOWEVER, IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF SUCH THIRD-PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC'S REASONABLE CONTROL. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF A DATA OR A SECURITY BREACH ORIGINATING FROM SUCH THIRD PARTY SOFTWARE. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 9 Privacy and Security

9.1 Data Security. OCLC has implemented and shall maintain commercially appropriate, reasonable and customary controls to ensure the security, confidentiality, and protection against unauthorized access to, use, or disclosure of Internal Data. Institution shall obtain and maintain all necessary consents from all users for OCLC to provide the Products and Services and for Institution's and users' access, monitoring, use, disclosure, and transfer of Internal Data.

9.2 Audit. OCLC will (i) implement administrative, physical, and technical safeguards in accordance with accepted industry practices including conducting audits in accordance with the ISO/IEC 27001 standard (or subsequent comparable standard) and (ii) as reasonably requested by Institution, provide Institution with a copy of the certificate of registration for such standard.

9.3 Nondisclosure of Internal Data. OCLC shall hold all Internal Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Internal Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Internal Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Internal Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) to protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; (d) to involve and cooperate with law enforcement or the appropriate legal authorities in investigations, and to protect Systems and OCLC's customers, or (e) as authorized by Institution in writing.

9.4 Prohibitions. Institution expressly warrants that it will not enter, submit, transfer, or store in the Service any of the following types of information: Social Security Numbers (or other national identification numbers), financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, disclosure or misuse of such information.

9.5 Unauthorized Disclosures. OCLC will promptly notify Institution in the event of a verified breach of non-public personal data unless such breach is unlikely to result in material harm to Institution or the data subject, or as otherwise provided by law. Institution agrees that it shall be Institution's sole responsibility to determine whether a breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in the applicable law, including Institution's investigation, enforcement, monitoring, document preparation, Breach Notification requirements, and reporting. Institution shall be solely responsible for notifying all individuals, regulators, or other organizations subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

9.6 Data Processing Agreement. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the following shall apply: The terms of the Data Processing Agreement ("DPA") at https://policies.oclc.org/en/privacy/data-privacy-agreements.html are hereby incorporated by reference and shall apply if and to the extent that Institution Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the Standard Contractual Clauses shall apply, as further set forth in and defined by the DPA.

For the purposes of the Standard Contractual Clauses, Institution and its applicable Affiliates, as defined by the DPA, are each the data exporter, and Institution's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.

Section 10 Limitation of Liability

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 11 Use of Products and Services

11.1 General. Institution agrees not to use, and not to allow third parties including users to use the Products or Services: (a) to distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature; (b) to engage in or promote any unlawful, invasive, infringing, defamatory, or fraudulent activity; (c) to violate, or encourage the violation of, the legal rights of others; (d) to interfere with the use of a Product or Service, or the equipment used to provide Products or Services; (e) to use the Products or Services, or any part thereof, in a manner that violates the terms of service of any other Products or Services; (f) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); (g) to alter, reverse-engineer, interfere with, circumvent, copy, or create a derivative work of, any aspect of the Product or Service (except with the express, written consent of OCLC or applicable law specifically prohibits this restriction); (h) to omit, obscure or hide from any user any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any splash screen or any other terms or conditions intended to be displayed to a user by OCLC or OCLC supplier; or (i) to post, send, or make available software or technical information in violation of applicable export controls laws. Institution agrees that OCLC is authorized to monitor communications into and out of the System to prevent the introduction of viruses or other hostile code, to prevent intrusions, provide support, and to otherwise enforce the terms of this Agreement. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas, and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution Data has or is to be made.

11.2 Credentials. Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution's API keys and/or credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution's API keys or credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.

11.3 Enforcement by OCLC. OCLC reserves the right to: (i) investigate any violation of this Section or misuse of Products or Services; (ii) enforce this Section; and (iii) remove or disable access, screen, or edit any Institution Data that violates these provisions. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement, regulators, or other appropriate third parties. OCLC may cooperate with appropriate law enforcement by providing network and systems information related to allegedly illegal or harmful content. VIOLATION OF THIS SECTION MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS SECTION MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.

Section 12 Warranties

OCLC warrants that any Professional Services will be performed in a professional and workman-like manner and that, when operated in accordance with the Product Description, the Products and Hosted Services will be capable of performing substantially in accordance with the functional specifications set forth in such Product Description. If any Products or Services fail to comply with the warranty set forth above, OCLC will make reasonable efforts to correct the noncompliance provided that OCLC is given notice of the noncompliance within 30 days and OCLC is able to reproduce the noncompliance. If OCLC is unable to correct the noncompliance, Institution may terminate the Schedule for the relevant Product or Hosted Service in accordance with Section 6.2(c) and, as its sole remedy, will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations. Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.

Section 13 General

13.1 OCLC Membership. As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at https://www.oclc.org/content/dam/oclc/membership/membership-qualifying-subscriptions.pdf. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.

13.2 No Assignment. Institution may not assign, without the prior written consent of OCLC, any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.

13.3 Independent Contractors. The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.

13.4 Force Majeure. Neither party shall be responsible for losses or damages to the other occasioned by delays in the performance or the non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by acts of God, acts of the other party or any other cause beyond the control of said party and without its fault or negligence.

13.5 Non-Waiver. A failure or delay in enforcing an obligation under this Agreement does not prevent enforcement of the provision at a later date. A waiver of a breach of one obligation does not amount to a waiver of any other obligation, and it will not prevent a party from subsequently requiring compliance with that obligation.

13.6 Severability. If any provisions of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.

13.7 Entire Agreement. This Agreement and any Schedules constitute the complete agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. If Institution's accounting representatives require the use of a purchase order to facilitate payment for Products and Services contemplated in this Agreement, Institution agrees any and all terms and conditions contained in such purchase order are null and void, and do not apply to this Agreement. OCLC will provide invoices in response to purchase orders solely to facilitate payment and for the convenience of Institution; in no case, however, will OCLC's issuance of an invoice constitute an acceptance of terms contained in a purchase order. OCLC provides Services and Products to Institution solely pursuant to this Agreement; OCLC shall never provide Services or Products pursuant to, or as a result of, a purchase order. Except as otherwise provided herein, this Agreement may not be amended or supplemented except in a writing duly executed by both parties.

13.8 Notice. Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if received by a party via e-mail to the e-mail address for such party set forth in Section 1 , or by such other means as has been agreed by the parties in writing.

13.9 Counterparts and Signatures. This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one instrument. Any signature (including any electronic signature, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other contract, record, certificate, or other document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system.

Section 14 Special Terms for Group Orders Only

Where a lead institution in a consortium (the "Group Administrator") is ordering on behalf of itself and other consortium members, this Section applies:

14.1 Ordering. Group Administrator may order the Service on behalf of consortium members by completing the relevant portions of the agreed upon pricing or order document and agreeing to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of consortium members listed on the agreed upon pricing or order document. Group Administrator is not a buyer of the Service for resale. Any material change in group membership or group participation may result in commensurate changes in the fees for the applicable Service.

14.2 Consortium Member's Agreement. Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.

14.3 Payment by Group Administrator. Group Administrator shall be liable for paying to OCLC all charges and applicable taxes for consortium members for the Products and Services in accordance with the terms of this Agreement.

14.4 Non-exclusivity. Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

SCHEDULE 23
cloudLibrary

1. Description

OCLC's cloudLibrary provides digital technology services to libraries used to distribute, lend, manage and protect the copyright content of eBook, audio book, digital magazines, newspapers, comics, graphic novels, manga, streaming videos, and other digital media, and provides libraries' patrons access to such digital content via the cloudLibrary app.

2. Definitions

2.1 "**Digital Content**" consists of digital files and titles to which Institution has purchased access and are accessible through the System to Institution hereunder for lending to Patrons.

2.2 "**Patron(s)**" mean those persons that Institution authorizes to access, use, and connect to the System via the internet, and download products from or otherwise use the Services (defined herein below) and/or access Digital Content from Institution using the Services.

2.3 "**Primary Support**" means service provided by Institution to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the System, Services or for any issues arising from the use of the System.

2.4 "**Secondary Support**" means technical support services to be provided by OCLC to Institution including reasonable efforts to assist Institution in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, provide updates, enhancements, and new versions of the Services.

2.5 "**Software**" means any and all software, and related documentation, provided to or accessed by Institution in utilizing the Services.

2.6 "**System**" means the vehicle used to access, distribute, lend, and manage Digital Content.

2.7 All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

3. Payment Terms

During the initial term specified in a pricing document, Institution shall make a minimum Digital Content purchase ("Minimum Purchase") as stated on the pricing document. Institution acknowledges that it is getting preferential pricing based on this Minimum Purchase. If Institution fails to meet its Minimum Purchase obligations, then OCLC may, in addition to any available remedies, invoice Institution for the remaining amount of the Minimum Purchase.

4. OCLC Services

4.1 OCLC will provide Services to Institution pursuant to the terms of this Agreement. Nothing hereunder grants any right to Institution to the use of, or access to, any Software or System source code. Further, these terms do not include any right to reproduce the System, Software or Products, to make or distribute copies or versions of any modules of the System, Software or Products to any third parties including its Patrons, or to make and/or sell variations or derivative works of the System, Software or Products. For the avoidance of doubt. "Products" do not include Digital Content and nothing herein shall prevent Institution from distributing Digital Content to its Patrons as contemplated by the terms of this Agreement. Sole ownership of copyrights and other intellectual and proprietary rights to the System, Software or Products will remain solely with OCLC or its publishers or suppliers.

4.2 OCLC has the right, at any time, to make such modifications to the System as it sees fit to the operation, performance or functionality of the System or as required by OCLC's publishers and suppliers. If such a modification of the System leads to discontinuation of the Services, or support, maintenance or the provision of new versions, updates or corrections materially impairs the value or use of the System to Institution, Institution will receive a pro-rata refund of the Services portion of the Fees previously paid for which Services were not delivered.

4.3 Institution acknowledges that some errors or defects may exist or arise in the System. OCLC's sole obligation with regard to such errors or defects will be to use commercially reasonable efforts to correct such errors and defects and provide Secondary Support provided at such times and by such methods as are mutually agreed upon by the Parties.

4.4 Institution acknowledges that all Services and Digital Content provided hereunder are subject to individual publisher limitations and restrictions.

5. Responsibilities of Institution

5.1 Institution shall assign personnel with appropriate skills and expertise in computer, data processing and related services to enable operation of the System and to provide Primary Support. Institution shall take reasonable steps to ensure that its employees, agents, and others under its direction abide by the terms of this Agreement.

5.2 Institution assumes responsibility for providing a suitable network and internet system for integration of System into Institution's website or other systems at its own expense. Institution agrees that it will be responsible for its own expenses and costs and that OCLC will have no obligations to reimburse Institution for any expenses or costs incurred by Institution in the preparation, systems integration, use of the System, or for any performance of Institution's duties necessary to make use of the System or Services.

5.3 Except for the System configured and hosted by OCLC, Institution is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the System. This may include obtaining, at its own expense, a SIP, SIP2 or other similar protocol software license from a third party to support direct integration of the Service with Institution's integrated Institution system. Institution agrees to perform Primary Support for Patrons using its System. Institution shall perform requested installation, upgrade, and reasonable technical services for Primary Support of the System and Products pursuant to installation and support procedures and policies as developed by OCLC and as modified from time-to-time. OCLC will provide Institution with documentation regarding Primary Support and OCLC support personnel will be available for Secondary Support by e-mail and phone.

5.4 Institution shall not make any representations or create any warranties, express or implied, concerning the Services, System or Software. Any such representations or warranties shall not be binding upon OCLC.

5.5 Institution may not, without OCLC's prior written consent (i) sublicense, lease, lend or transfer the Software to any third party; (ii) use, or permit the use of, the Software for the benefit of, or by, any third party, such as use of the Software as a service bureau; (iii) make copies of the Software except in the normal course of use or for archival purposes; or (iv) disassemble, reverse engineer or create derivative works of the Software except as permitted by law. Institution agrees to reproduce all copyright and proprietary rights notices included in the Software on copies that it is authorized to make.

5.6 Institution shall use reasonable efforts to operate its own website in compliance with the terms of this Agreement and will at its own expense comply with all applicable laws, ordinances, rules, and regulations that may be required in any jurisdiction or administrative agency in connection with the use and/or operation of the Services, System and Software.

6. Copyright Protection, Patron Authentication, Data Security and Data Aggregation

6.1 For so long as Institution is using the Software and receiving the Services, Institution shall reasonably cooperate with OCLC to achieve OCLC's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OCLC supplied Digital Content and Products. Institution shall keep appropriate documentation and System information and provide OCLC access to the System to validate total number of downloads of Digital Content. Institution shall provide OCLC access to a test Patron account for purposes of validating the system's performance relating to the Services. Institution shall reasonably cooperate with OCLC to correct or adjust the System as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OCLC at its own expense and during regular business hours and in such a manner as not to interfere with Institution's normal activities.

6.2 OCLC may use data stored in the System for other commercial purposes, including but not limited to a) ISBN; b) name of Digital Content; c) Institution with postal address; d) quantity of Digital Content purchased by Institution; and e) and other Digital Content circulation data ("Aggregated Data"). OCLC will not disclose personally identifiable Patron information to third parties.

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

DESCRIPTION - PRODUCT NAME	PRICE
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.	
CloudLibrary Annual Platform Fee (held for 5 years)	$3,500
CloudLibrary Annual CloudLink Fee (held for 5 years)	$1,000

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 <u>are required</u> to be uploaded into the Bonfire electronic procurement portal system <u>or</u> 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

<u>Attachments to the RFP:</u>

- 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 <u>Purchase Orders</u>:

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

13.2 <u>Invoices or Pay Applications:</u>

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 <u>Pricing</u>:

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://brazoriacountytx.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/Offers 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 Statues
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 Discrimacion

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 participacion 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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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 <u>ARE</u> 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

DATED MATERIAL – DELIVER IMMEDIATELY

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*****