STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

AGREEMENT FOR HIGH DEMAND BOOKS FOR FORT BEND COUNTY LIBRARY (Pursuant to Texas State Contract 715-M2)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Brodart Co. ("Brodart"), a company authorized to conduct business in the State of Texas. County and Brodart may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, County desires for Brodart to provide high demand books to the Fort Bend County Library Department (the "Services") pursuant to Texas State Contract 715-M2; and

WHEREAS, Brodart represents that it is qualified and desires to perform such Services for County; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to Brodart providing Services to the County pursuant to Texas State Contract 715-M2.

2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performance by Brodart in accordance with the terms of this Agreement. References to the terms "Agreement" in this Agreement shall include references to all exhibits attached hereto.

   (a) Brodart's Pricing Proposal, dated December 22, 2025 attached hereto as "Exhibit A."

   (b) Contract Item List attached hereto as "Exhibit B."

4. **Scope of Work.**

   (a) Subject to this Agreement, Brodart shall provide Services in accordance with the terms and provisions of the attached Exhibits A and B.

(b) Any revisions made to the Scope of Work, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. **Term of Agreement.** The Term of this Agreement is effective upon execution of both Parties, and shall expire no later than September 30, 2026, unless terminated sooner pursuant to this Agreement. This Agreement will not automatically renew. However, the Parties may agree to renew this Agreement for additional one-year extensions. Notwithstanding the foregoing, this Agreement may not renewed for more than four one-year extensions.

6. **Compensation and Payment Terms.**

(a) Brodart's fees for the Services shall be calculated at the rate(s) set forth in Brodart's Proposal attached hereto as Exhibit A. The Maximum Compensation to Brodart for the Services performed under this Agreement is Three Hundred Thirteen Thousand Five Hundred and 00/100 dollars ($313,500.00). In no event shall the amount paid by County to Brodart under this Agreement exceed said Maximum Compensation without an approved change order.

(b) Brodart understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Brodart's Proposal.

(c) All performance of the Scope of Work by Brodart, including any changes in the Scope of Work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.

(d) Payment shall be made by County within thirty (30) days of receipt of invoice(s). Brodart may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytx.gov. If County disputes charges related to any invoice submitted by Brodart, County shall notify Brodart no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days.

7. **Limit of Appropriation.** Brodart understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 4 above is Three Hundred Thirteen Thousand Five Hundred and 00/100 dollars ($313,500.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Brodart clearly understands and agrees, such understanding and agreement being of the absolute

essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Thirteen Thousand Five Hundred and 00/100 dollars ($313,500.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Brodart does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Brodart may become entitled to and the total maximum sum that County may become liable to pay to Brodart under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Thirteen Thousand Five Hundred and 00/100 dollars ($313,500.00).

8. **Non-appropriation.** Brodart understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Brodart in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

9. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Brodart.

10. **Insurance.**

(a) Prior to commencement of the Services, Brodart shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Brodart shall provide certified copies of insurance endorsements and/or policies if requested by County. Brodart shall maintain such insurance coverage from the time the Services commence until the Services are completed and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Brodart shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(2) Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

(3) Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(4) Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policy holder.

(5) Garage-keepers liability insurance with limits of not less than $400,000 if stored on Brodart's property.

(b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Brodart shall contain a waiver of subrogation in favor of County and the members of Commissioners Court.

(c) If required coverage is written on a claims-made basis, Brodart warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

(d) Brodart shall not commence any Services under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

(e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

(f) Approval of the insurance by County shall not relieve or decrease the liability of Brodart.

11. **Indemnity.** Brodart shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Brodart, its agents, servants or employees, performed under this agreement that result from the

negligent act, error, or omission of Brodart or any of Brodart's agents, servants or employees.

(a) Brodart shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Brodart in the defense of each matter.

(b) Brodart's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

(c) In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Brodart, Brodart shall never- the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Brodart are not at issue in the matter.

(d) Brodart's indemnification shall cover, and Brodart agrees to indemnify County, in the event County is found to have been negligent for having selected Brodart to perform Services described in this Agreement.

(e) The provision by Brodart of insurance shall not limit the liability of Brodart under this Agreement.

(f) Brodart shall cause all trade contractors and any other contractor who may have a contract to perform Services in the area where work will be performed under this Agreement, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Brodart's operations. Such provisions shall be in form satisfactory to Fort Bend County.

(g) Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Brodart and/or trade contractor providing such insurance.

12. **Public Information Act and Open Meetings Act.** Brodart expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas

Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Brodart for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Brodart expressly marked as proprietary or confidential. County shall not be liable to Brodart for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Brodart further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

Brodart expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to this Agreement.

13. **Compliance with Laws.** Brodart shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Brodart in providing all Services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Brodart understands and agrees that nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

14. **Independent Contractor.** In the performance of work or Services hereunder, Brodart shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Brodart. Brodart and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

15. **Use of Customer Name.** Brodart may use County's name without County's prior written consent only in Brodart's customer lists. Any other use of County's name by Brodart must have the prior written consent of County.

16. **Personnel.** Brodart represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Brodart shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Brodart shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Brodart or agent of Brodart who, in County's opinion, is incompetent or by his conduct become detrimental to providing work or Services for the County pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services.

When performing any work or Services on–site at County's facilities, Brodart shall comply with, and will require that all Brodart's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Brodart in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

17. **Inspection of Books and Records.** Brodart shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Brodart for the purpose of verifying the amount of work performed under the Scope of Work and for verifying compliance with the terms of this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of five (4) years.

18. **Termination.**

(a) Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

(b) Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
(1). If Brodart fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing; or
(2). If Brodart materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

(c) If, after termination, it is determined for any reason whatsoever that Brodart was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 18(a) above.

(d) Upon termination of this Agreement, County shall compensate Brodart in accordance with § 6, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Brodart's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 6 above.

(e) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Brodart. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

(f) Upon termination of this Agreement for any reason, if Brodart has any property in its possession belonging to County, Brodart will account for the same, and dispose of it in the manner the County directs.

19. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event but no later than ten (10) calendar days, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

20. **Assignment.** Brodart may not assign this Agreement to another party without the prior written consent of County.

21. **Successors and Assigns Bound.** County and Brodart each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.

22. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Brodart release any material or information developed

or received during the performance of Services hereunder unless Brodart obtains the express written approval of County or is required to do so by law.

23. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Library Department
Attn: Director
1003 Golfview Drive
Richmond, Texas 77469

And Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Brodart: Brodart Co.
Attn:_____
500 Arch Street
Williamsport, Pennsylvania 17701

Within ten (10) calendar days of the Effective Date of this Agreement, Brodart shall designate in writing a representative to be County's primary contact during the term of this Agreement and such representative shall be available as required for the benefit of the Services and County.

24. **Performance Representation**. Brodart represents to County that Brodart has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Brodart will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards. Brodart warrants that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

25. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY BRODART THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**

26. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.

27. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

29. **Conflict.** In the event of any conflict or inconsistency among the terms and conditions set forth in the documents comprising this Agreement, the order of priority will be: (1) Texas State Contract 715-M2; (2) this Agreement; (3) Brodart's Brodart's Pricing Proposal, dated December 22, 2025 (attached hereto as Exhibit A); and (4) Contract Item List (attached hereto as Exhibit B).

30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas. County does not agree to submit disputes arising out of the Agreement to binding arbitration. County does not agree to pay any and/or all attorney fees incurred by Brodart in any way associated with the Agreement.

31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Brodart hereby verifies that Brodart and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

    (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(b) If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Brodart does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

(c) If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Brodart does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

(d) If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Brodart does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, BRODART ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Brodart hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

BRODART CO.

Lisa Miosi

Authorized Agent – Signature

Lisa Miosi

Authorized Agent- Printed Name

Vice President, Customer Care

Title

1/13/26

Date

APPROVED:

Fort Bend County Library Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Brodart's Brodart's Pricing Proposal, dated December 22, 2025
Exhibit B: Contract Item List

EXHIBIT A

Brodart Books & Library Services
500 Arch Street, Williamsport, PA 17701
P: 570•326•2461 F: 570•651•1639
www.brodart.com/books

December 22, 2025

Sara Wheeler
Collection Development Manager
Fort Bend County Libraries
1003 Golfview Drive
Richmond, TX 77469

Re: Pricing Proposal for Library Books and Services

Dear Ms. Wheeler,

Thank you for considering Brodart for your library's needs. From the proposal stage through selection, ordering, and delivery of your library materials, you can be sure our professional team has the resources to successfully service your library's needs.

We appreciate the opportunity to provide Fort Bend County Libraries with this proposal for Library Books, Cataloging and Processing Services, and RFID. The discounts and terms offered herein are from the State of Texas Contract #715-M2, Cooperative Purchase Agreement, based on the annual spend of $313,500 for the library's fiscal year 2026.

Please contact Loree Tillman, your Brodart Library Services Consultant, if you have any questions or need general information. Loree can be contacted at 800.233.8467, ext. 6374 or via e-mail Loree.Tillman@brodart.com.

Brodart's partnerships with libraries are built on experience, trust, and communication. We are confident if awarded the contract, we can help you achieve your library's goals.

Sincerely,

Lisa Miosi

Lisa Miosi
Vice President, Customer Care

PRICING PROPOSAL

FORT BEND COUNTY LIBRARIES

TEXAS STATE CONTRACT 715-M2

TERMS VALID TO 10/31/26

DISCOUNTS

Items will be supplied to the Fort Bend County Libraries at publisher's list price less the following discounts:

FORMAT	DISCOUNT
Trade Hardcover Editions	46.0%
Non-Trade Hardcover & Paperback Editions (short discount)	12.0%
Publisher's Library Editions	23.0%
Prebind/Bound to Stay Bound Editions	10.0 %
Hardcover Reinforced Editions (School & Library)	40.0%
Trade Paperbacks	40.0%
Mass Market Paperbacks	40.0%

Non-Trade: Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and/or limited demand may be in this category and will be invoiced with the nontrade discount of 12.0% or invoiced at the publisher's list price.

Publisher's list prices are subject to change without notice.

REINFORCEMENT SERVICES

SERVICE OPTION	PRICE PER BOOK
BrodartGuard (Paperback reinforced with laminate)	$2.50

CATALOGING & PROCESSING BUNDLES

Additional cataloging and processing components are available upon request. All prices are applied per book.

TERMS VALID TO 12/31/26

SERVICE OPTION	PROCESSING COMPONENTS	PRICE PER BOOK
Flex	Price Includes: MARC record, holdings tag and local call number with customized call number; Jacket (standard taped or glued) or label protectors for books with no dust jacket; Barcode label; Spine label; Genre labels for adult material: Mystery, Romance, Science Fiction, Fantasy, Western; Property label; Property stamp and extended cataloging support to address manual cataloging needs for up to 5% of the collection.	$3.62
Compleat	Price Includes: MARC record, holdings tag and local call number with customized call number; Jacket (standard taped or glued) or label protectors for books with no dust jacket; Barcode label; Spine label; Genre labels for adult material: Mystery, Romance, Science Fiction, Fantasy, Western; Property label; Property stamp, and Z39.50 access to customer records.	$4.61
RFID	Brodart-supplied, applied, and encoded with barcode number.	$0.95

COLLECTION DEVELOPMENT SERVICES

The Fort Bend County Libraries may select any of the following Collection Development options.

SERVICE OPTION	DESCRIPTION	PRICE
Collection Builder	Customized selection lists	No charge
TIPS, Silver	Standard specialty selection lists	No charge
TIPS, Diamond	Customized selection lists	Up to 3 profiles for $100 monthly Up to 8 profiles for $200 monthly Up to 15 profiles for $300 monthly
FASTips	Standing orders for popular authors and series	No charge
Continuations	Standing orders for serials	No charge
Bibz	Online Collection Development and Ordering Tool	No charge

SHIPPING AND DELIVERY

DESCRIPTION	PRICE
Processed material shipments will be made by best means (USPS, common carrier or UPS ground) and will arrive prepaid for inside delivery to a central location.	No Charge

CATEGORY/BINDING DEFINITIONS

Trade Hardcover: Published with a glued binding and a hardcover. Trade hardcover editions are usually current fiction or nonfiction and are generally published for the average consumer. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

Juvenile Trade Hardcover: Published with a glued binding and a hardcover. Current popular fiction or nonfiction books designed for children, usually with subject matter of broad appeal. Publisher promote and advertise these titles more aggressively and print run are greater than the norm.

Publisher's Library Reinforced: Published with a high quality, usually fanned, sewn and glued binding. Sometimes known as a "School" or "Library" binding. This binding has the durability required in a high use library setting and is usually reserved for children's materials. All publisher library reinforced editions will receive the discount quoted in this category.

Hardcover Reinforced: Published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as "Single Reinforced", "School" or "Library" binding. Subject matter may be directed at adults or juveniles (though they are usually reserved for children's materials) and may be fiction or nonfiction.

Non-Trade Hardcover: Published with a glued binding. Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category.

University Press: Hardcover and paperback selections from publishers that are associated with universities of higher education.

Trade Paperback: May also be known as a trade paper or quality paperback for popular and current trade titles published with a paper cover. The quality of the paper and printing in trade and quality paperbacks is usually high.

Mass Market Paperbacks: Mass market paperbacks are paperbacks sized to fit standard retail display racks; trade paperback have larger page sizes. Trade discounted paperback editions are generally published for the average consumer with subject matter of broad appeal.

Non-Trade Paperbacks: Published with a quality paper cover. Subject matter such as technical, reference, scientific, medical publications, retrospective publications, small presses for adult and juvenile readers and paperback titles on which Brodart receives minimal or no discount, publishers that require prepayment. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category.

Prebind: BTSB prebinds carry a lifetime binding guarantee. With exclusive KidProof™ cover material and folded library corners, BTSB's volumes exceed the Library Binding Institute standards. The result is longer shelf life and lower effective cost per circulation for these books.

BrodartConvert: Originally published in paperback and converted to hardcover.

BrodartGuard: Paperback reinforced with a 5-mil (2-mil spine) laminated cover.

Playaway® Digital Audio: Audio content provided on an independent player.

Spoken Word Audio: Recorded reading of a book in abridged or unabridged form on compact disc format. Also known as audiobook.

DVD: Optical disc storage media format used for playback of movies with high video and sound quality.

Blu-ray: Optical disc storage media format used for playback of movies with high definition video and audio as well as advanced interactive features

PROPOSAL ACCEPTANCE
FORT BEND COUNTY LIBRARIES

Please sign and date below if you wish to accept Brodart's proposal.

ROOSEVELT WEEKS	Roosevelt Weeks
Printed Name	Signature
LIBRARY DIRECTOR	281-633-4770
Title	Phone
Roosevelt.weeks2@fortbendcountytx.gov	
Email Address	Date

Please return the completed form to the following address or email to bids@brodart.com:

Brodart Co.
Attn: Lisa Miosi
500 Arch Street
Williamsport, PA 17701

Upon receipt of the signed Proposal Acceptance form, a Brodart representative will be in contact with you to discuss implementation of the proposed services.

To ensure these discounts remain in effect for the duration of your project, please complete and return this Proposal Acceptance form no later than 01/22/26. Brodart reserves the right to renegotiate discounts if the Proposal Acceptance form is not returned by this date.

EXHIBIT B

Contract Item List
Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Contract ID No. 715M2-3350
RFP No. 304T-26-715M2

Brodart Co.		School Libraries	Public Libraries (Municipalities)	Academic Institutions	State Agencies and Texas SmartBuy Members	Publications for Resale	Additional Discounts	
							Volume Price Breaks	Additional Percentage Discount
Digital Materials								
Category 1	Digital Pre-Loaded; all-in-one audio books	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 2	Digital Pre-Loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 3	Digital Pre-Loaded; items not covered in lines 1 & 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; device included	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Print Materials								
Category 5	Adult Trade; fiction/non-fiction hardbound	46.00%	46.00%	46.00%	46.00%	46.00%	N/A	N/A
Category 6	Adult Trade; fiction/non-fiction paperback	40.00%	40.00%	40.00%	40.00%	40.00%	N/A	N/A
Category 7	Adult Trade; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 8	Juvenile Trade; fiction/non-fiction hardbound	46.00%	46.00%	46.00%	46.00%	46.00%	N/A	N/A
Category 9	Juvenile Trade; fiction/non-fiction paperback	40.00%	40.00%	40.00%	40.00%	40.00%	N/A	N/A
Category 10	Juvenile Trade; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 11	Mass Market Paperback; rack	40.00%	40.00%	40.00%	40.00%	40.00%	N/A	N/A
Category 12	Non-Trade Publication; hardbound	12.00%	12.00%	12.00%	12.00%	12.00%	N/A	N/A
Category 13	Non-Trade Publication; paperback	12.00%	12.00%	12.00%	12.00%	12.00%	N/A	N/A
Category 14	Non-Trade Publication; braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 15	University Press	12.00%	12.00%	12.00%	12.00%	12.00%	N/A	N/A
Category 16	University Press, braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 17	Adult Library Bound; fiction/non-fiction	23.00%	23.00%	23.00%	23.00%	23.00%	N/A	N/A
Category 18	Adult Library Bound; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 19	Juvenile Library Bound; fiction/non-fiction	23.00%	23.00%	23.00%	23.00%	23.00%	N/A	N/A
Category 20	Juvenile Library Bound; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 21	Pre-Bound Hardback	10.00%	10.00%	10.00%	10.00%	10.00%	N/A	N/A
Category 22	Pre-Bound Paperback	10.00%	10.00%	10.00%	10.00%	10.00%	N/A	N/A
Nonstandard Formats								
Category 23	Music/Audio Compacts Disc; pre-recorded	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 24	Music/Audio Record Disc, Vinyl; pre-recorded	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 25	Audiovisual DVD Pre-Recorded; feature/non-feature films	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 26	Spoken Word/Audio Compact Disc Pre-Recorded; abridged	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 27	Spoken Word/Audio Compact Disc Pre-Recorded; un-abridged	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 28	Spoken Word/Audio MP3 Format Pre-Recorded; un-abridged	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Additional Information

Non-Trade: Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and/or limited demand may be in this category and will be invoiced with the nontrade discount of 12.0% or invoiced at the publisher's list price. Publisher's list prices are subject to change without notice.

N/A = Not Awarded

Contract Item List
Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Contract ID No. 715M2-3350
RFP No. 304T-26-715M2

Brodart Co.

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	$1.99	Brodart's Starter Cataloging & Processing Service, for a description of our cataloging services plase see Page 38.
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	$2.64	Brodart's Starter Cataloging & Processing Service. The pricing reflects the RFID tag being supplied by the library, Brodart applied and linked.
Flex Cataloging & Processing Service	$2.50 - $6.00	Per item pricing is dependant on Cataloging specifications and Processing components
Compleat Cataloging & Processing Service	$3.50 - $7.00	Per item pricing is dependant on Cataloging specifications and Processing components

Processing Services	Base Price	Description
Brief MARC Record	No Charge	*If Respondent offers MARC records, a brief MARC Record shall be free of charge, per the terms of this RFP.*
Standard MARC Record	$0.75	Per item pricing - Starter cataloging record
Mylar Jacket	$1.15	Per item pricing - supplied and applied by Brodart tape or glued
Barcode Label	$0.38	Per item pricing - supplied and applied by Brodart
Label (per application-Customer supplied)	$0.30	Per label pricing - customer supplied
Label (per application-Vendor supplied)	$0.38	Per label pricing - Brodart supplied
Genre Label	$0.38	Per label pricing - Brodart supplied
Spine Label	$0.38	Per label pricing - Brodart supplied
Label Protector	$0.25	Per label protector pricing - Brodart supplied
Pocket (paper)	$0.35	Per item pricing - Brodart supplied
Pocket (vinyl)	$0.45	Per item pricing - Brodart supplied vinyl corner pockets for accompanying material
Property Stamp (per impression)	$0.32	Per stamp location per item pricing
Spine Tape (inside)	$0.42	Per item pricing - 1" tape applied to inside cover
Spine Tape (outside)	$0.95	Per item pricing - 4" tape applied to outside cover

Additional Processing Components	
Opening Day Collection Vendor Selection Service - $1.25 - $1.40 per item (depending on complexity of selection)	
TIPS -Collection Development Services (double click to see additional ancillary information below)	
Collection Builder (Customized Selection Lists)	
Collection Builder Custom Selection Lists	*No Charge*
FASTips (Standing Orders)	
FASTips Profiles	*No Charge*
TIPS Profiles (Profiled Selection Lists)	
Silver TIPS	*No Charge*
Diamond TIPS	
Up to 3 profiles for $100 monthly; Up to 8 profiles for $200 monthly; Up to 15 profiles for $300 monthly	

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	$2.50	BrodartGuard - Paperback reinforced with laminate to increase circulation durability.
Vinyl Laminate; Various Thicknesses	$9.00	BrodartConvert - Paperbacks transformed into hardcovers for little more than the cost of a paperback.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode)	$0.48	*This pricing reflects the RFID tag being supplied by the library. Brodart will apply the tag to each book.*
RFID ("universal" tag programmed and applied)	$0.65	This pricing reflects the RFID tag being supplied by the library. Brodart will program a barcode number on the tag and apply the tag to a book.
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape	$0.70	3M Tattle Tape- machine application between random pages