



**FULTON
COUNTY**

CONTRACT AGREEMENT

#22ITBC134505K-DB

**SHELF READY BOOK AND BEST
SELLING**

FULTON COUNTY LIBRARY SYSTEM

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 17th of August, 2022, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Consultant ("Consultant") set forth below.

Consultant:	Brodart Co.
ITBC Contract No. & Title:	22ITBC134505K-DB; Shelf Ready Book and Best Selling
Address:	500 Arch Street Williamsport, PA 17701
Telephone:	800-233-8467
Email:	lisa.miosi@brodart.com
Contact Name & Title:	Lisa Miosi, Vice President, Customer Care, Books & Supplies

This agreement was approved by the Fulton County Board of Commissioner on Wednesday, August 17th, 2022; Item #22-0580.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document & Addenda (Submitted by Reference)

Exhibit 2: Consultant Bid Form Response (attached)

1. Contract Term

- 1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the August 17th, 2022 and end on December 31st, 2022. The "Commencement Term" of this Agreement shall begin on August 17th, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending

Term” with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$1,000,000.00 (One Million Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Consultant agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Denzel Stewart

Denzel Stewart
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

Gayle Holloman, Executive Director
Library System

CONSULTANT:

BRODART CO.

DocuSigned by:

Lisa Miosi

Lisa Miosi, Vice President
Customer Care, Books & Supplies

ATTEST:

Jessica Gardner

Notary Public

County: Lycoming

Commission Expires: May 22, 2026

(Affix Notary Seal) DocuSigned by:



2022-0580

ITEM#: **RECESS MEETING**

RCS:

8/17/2022

ITEM#:

REGULAR MEETING

RM:

EXHIBIT 1
SOLICITATION DOCUMENT
&
ADDENDA

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Consultant for all the materials provided under this Agreement in an amount not to exceed \$1,000,000.00 (One Million Dollars and No Cents). The detailed costs are provided on the attached Bid Form.

SECTION 2**BID FORM**

Submitted To: Fulton County Government

For: **#22ITBC13505K-DB; Shelf Ready Book and Best Selling**

Submitted By: Brodart Co.

Bid Due Date: [June 15, 2022]

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ 925,495

(Dollar Amount in Numbers)

Nine hundred twenty-five thousand four hundred ninety-five dollars

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

BID FORM

Respondent must complete all information requested on this Bid Form and must include all costs on this form. Alternative pricing information is not considered in determining vendor cost.

List Price	\$24.99 or less	\$25.00-\$29.99	30 or more
Approximate Percentage of Books Ordered	25%	70%	5%

Please note that quantities given below are estimates only.

PRICING OF SHELF READY MATERIALS

Please indicate in Column B the discount offered for each format in the table below. In column D, please show that discount as applied to each price listed in column C. Multiply Column D by Column E to find Total Price for Column F

A	B	C	D	E	F
Category	% Discount Offered	Average Price	Discount Price	Estimated Purchase Quantity	Total
<i>Adult trade hardcover fiction</i>	46.5%	\$28.73	15.37	15,000	230,550
<i>Adult trade hardcover non-fiction</i>	46.5%	\$26.55	14.20	6,500	92,300
<i>Adult trade paperback fiction</i>	41.0%	\$16.92	9.98	5,500	54,890
<i>Adult trade paperback non-fiction</i>	41.0%	\$21.47	12.67	7,000	88,690
<i>YA trade hardcover</i>	46.5%	\$27.04	14.47	2,500	36,175
<i>YA trade paperback</i>	41.0%	\$14.37	8.48	1,000	8,480
<i>Juvenile hardcover</i>	46.5%	\$19.40	10.38	17,000	176,460
<i>Juvenile trade paperback</i>	41.0%	\$11.98	7.07	3,000	21,210
<i>Juvenile mass market paperback</i>	41.0%	\$7.25	4.28	500	2,140
TOTAL COST OF BOOKS				58,000	

TOTAL COST OF SHELF READY MATERIALS:

\$710,895

PRICING OF SHELF READY SERVICES

1. Charge for EDI or 9xx ordering:

No Charge

Cataloging costs

Per record charge for copy cataloging:

Included in Processing costs

2. **Total charges for copy cataloging of 47,000 items**

Included in Processing costs

Per record charge for original cataloging:

Included in Processing costs

3. **Total charges for original cataloging of 5,000 items:**

Included in Processing costs

Processing costs

Per unit charge for physical processing:

\$3.70

4. **Total charges for physical processing of 58,000 items**

\$214,600

Additional costs (please describe):

Our shelf-ready price to Fulton County Library System is a flat price of \$3.70 which includes all cataloging, physical processing and shipping.

**TOTAL COST OF SERVICES (Total All of 1,2,3,4
& any Additional Costs listed above):**

\$214,600

I. **TOTAL COST OF SHELF READY (Materials + Services):** \$ \$925,495

All cost must be indicated on this sheet; no other costs will be taken into account.

ESTIMATED ORDER QUANTITY CHART

BID FORM SHEET (continual)1. Creation of original MARC record (estimated at 2,000 items) \$ Included above*Creation of added copy record (estimated at 18,000 items)* \$ Included above2. Shipping & handling for 30,000 items \$ No charge3. Other cost (see below) \$ n/a

Explanation (other cost)

II. TOTAL COST OF SHELF READY (Shipping & Other Cost): \$ \$0.00**TOTAL COST OF PROJECT (I + II)** \$ \$925,495

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # 1 DATED 5/17/22ADDENDUM # 2 DATED 5/24/22ADDENDUM # 3 DATE 6/03/22**SUBMITTED BY:****BIDDER NAME:** Brodart Co.**ADDRESS:** 500 Arch Street**CITY/STATE/ZIPCODE:** Williamsport, PA 17701**CONTACT NAME:** Lisa Miosi**EMAIL ADDRESS:** bookbids@brodart.com**BUSINESS PHONE:** 800.233.8467

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMD, WBENC, SBA, etc.,) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation ____ Partnership ☒ Sole Proprietor ____ Other ____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

See Officers and Directors listing on the next page.

Name

Address

END OF SECTION

NUBRO, INC.
OFFICERS & DIRECTORS

CONFIDENTIAL

<u>OFFICERS & DIRECTORS</u>	<u>TITLES</u>	<u>BUSINESS ADDRESS</u>	<u>% of Ownership</u>	<u>Date Associated with Nubro/Brodart</u>
DENISE GATSCHKE	CHAIRMAN/CEO SECRETARY	500 ARCH STREET WILLIAMSPORT, PA 17701	0.0000	1977
GEORGE COE	PRESIDENT/COO DIRECTOR	500 ARCH STREET WILLIAMSPORT, PA 17701	0.0000	2019
JONATHAN HECHLER	DIRECTOR	548 NE 91st STREET SEATTLE, WA 98115	6.2510	1983
RICHARD DILL	TREASURER/CFO	500 ARCH STREET WILLIAMSPORT, PA 17701	0.0000	1982
GRETCHEN HERMAN	VICE PRESIDENT ASS'T SECRETARY	500 ARCH STREET WILLIAMSPORT, PA 17701	0.0000	1993
LISA MIOSI	VICE PRESIDENT ASS'T SECRETARY	500 ARCH STREET WILLIAMSPORT, PA 17701	0.0000	1982
ROBERT DONNELLY	VICE PRESIDENT	500 ARCH STREET WILLIAMSPORT, PA 17701	0.0000	2004
MICHAEL CHEFALO	VICE PRESIDENT	500 ARCH STREET WILLIAMSPORT, PA 17701	0.0000	2015
LARGEN FAMILY TRUST ADMINISTRATIVE TRUST	INVESTOR	500 ARCH STREET WILLIAMSPORT, PA 17701	87.4963	1969/2016
DAVID HECHLER	INVESTOR	P.O. BOX 737 LARCHMONT, NY 10538-0737	6.2527	1983

OWNERSHIP

OWNERSHIP OF BRODART CO:

99% BY BROJO, A LIMITED PARTNERSHIP

500 ARCH STREET
WILLIAMSPORT, PA 17701

OWNERSHIP OF BROJO, A LIMITED PARTNERSHIP:

99% BY NUBRO, INC.

500 ARCH STREET
WILLIAMSPORT, PA 17701



**Attachment 2 -
Additional Pricing**

FULTON COUNTY LIBRARY SYSTEM

PRICING/CLARIFICATIONS FOR ADDITIONAL SERVICES

DISCOUNTS

Items will be supplied for the Fulton County Library System at publisher's list price less the following discounts:

<u>FORMAT</u>	<u>DISCOUNT</u>
Trade Hardcover Editions	46.5%
Non-Trade Hardcover & Paperback Editions (short discount)	12.0%
Publisher's Library Editions	24.0%
Single Reinforced Editions (School & Library)	33.0%
Trade & Mass Market Paperbacks	41.0%

Titles for which Brodart receives minimal or no discount, and/or the publisher requires prepayment, will be invoiced at the non-trade discount (12.0%) or invoiced at the publisher's list price. Publisher's list prices are subject to change without notice. The above pricing and discounts will remain in effect for the duration of this contract.

CATALOGING & PROCESSING BUNDLE

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

<u>SERVICE OPTIONS</u>	<u>PROCESSING COMPONENTS</u>	<u>PRICE PER BOOK</u>
Compleat	Includes a full MARC record customized to your specifications with associated holdings tag, Z39.50 access to customer records, Brodart resource records for titles new to the database, Mylar jacket with standard application (or label protectors for books with no dust jacket), barcode label, spine label, pocket, pocket label, property and agency stamp/label, RFID encoded with barcode number, branch shipping.	\$3.70

REINFORCEMENT SERVICES

<u>SERVICE OPTIONS</u>	<u>PRICE PER BOOK</u>
BrodartGuard (Paperback reinforced with laminate)	\$2.10
BrodartConvert (Paperback conversion to hardcover)	\$4.50

COLLECTION DEVELOPMENT SERVICES

The Fulton County Library System may select any of the following Collection Development options.

<u>SERVICE OPTIONS</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
Collection Builder	Customized selection lists	No charge
FASTips	Standing orders	No charge
TIPS, online	Lists posted to your Bibz account	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

SHIPPING AND DELIVERY

<u>DESCRIPTION</u>	<u>PRICE</u>
Branch shipping for processed material shipments will be made by best means (USPS, common carrier or UPS ground) and will arrive prepaid for inside delivery.	No Charge

EXHIBIT 3

CONTRACT COMPLIANCE DOCUMENTS

SECTION 3 - CONTRACT COMPLIANCE REQUIREMENTS

Project Name & Number: 22ITBC134505K-DB / Shelf Ready Book and Best Selling

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** ☒, **IS** ☐ a Minority or Female owned and controlled business enterprise. Check the appropriate box.

- ☐ **African American (AABE)**
- ☐ **Asian American (ABE)**
- ☐ **Hispanic American (HBE)**
- ☐ **Native American (NABE)**
- ☐ **White Female American (WFBE)**
- ☐ **Small Business (SBE)**
- ☐ **Service Disable Veteran (SDVBE)**
- ☐ **Disadvantage Business (DBE)**

****If yes, Prime must submit a copy of recent certification.**

☐ **Male** or ☐ **Female (Check the appropriate box).**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Lisa Miosi),
Name

Vice President, Customer Care
Title

Brodart Co.
Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Lisa Miosi **TITLE:** Vice President, Customer Care

SIGNATURE: *Lisa Miosi*

ADDRESS: 500 Arch Street
Williamsport, PA 17701

PHONE NUMBER: 800.233.8467 **EMAIL:** bookbids@brodart.com