

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Goods** mean the specified supplies, materials, commodities, or equipment.

E. **Vendor** means Ingram Library Services LLC, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. This Agreement shall expire October 31, 2026 in the event Vendor's Texas Smartbuy Cooperative Contract is not renewed for an additional term, or this Agreement shall expire anytime thereafter in the event the Texas Smartbuy Contract is not further renewed at the end of any renewal term. So long as the Texas Smartbuy Contract continues to be renewed, this Agreement shall continue to remain in effect pursuant to the terms and conditions set forth herein, however, in no event shall the term of this Agreement exceed October 31, 2030.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 SCOPE OF WORK

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall use commercially reasonable efforts to provide all deliverables described in Exhibit "A" within the contract term specified and to City's reasonable satisfaction. A change in the Scope of Services or any term of this Agreement must be negotiated and agreed to in all relevant details, and must be embodied in a Supplemental Agreement executed by both parties.

4.0 COSTS

A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Four Hundred Eighty Thousand and No/100 Dollars (\$480,000.00)** for the term of this Agreement.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

10.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Rhonda Kuiper
Manager, Library
200 East Liberty Avenue
Round Rock, TX 78664
(512) 218-3283
rkuiper@roundrocktexas.gov

11.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it will not be considered in the re-advertisement of the service and that it may not

be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

13.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon thirty (30) days’ written notice to Vendor if the Vendor’s default is not cured to City’s reasonable satisfaction withing such thirty (30) day period.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

14.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all third-party suits, actions, legal proceedings, claims, demands, damages, costs, expenses, reasonable attorney’s fees, and other costs or fees arising out of or incident to, concerning or resulting from the gross negligence or willful acts or omissions of Vendor, or Vendor’s agents, employees or subcontractors, in the performance of Vendor’s obligations under this Agreement. Nothing herein

shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

15. COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, to the extent consistent with Vendor's local laws, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

16.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

17.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Ingram Library Services LLC
One Ingram Blvd
La Vergne, Tennessee 37086

Notice to City:

Brooks Bennett, City Manager
221 East Main Street
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

18.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

19.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. City and Vendor agree that any conflict between the terms of this Agreement and the terms of the Texas Smartbuy Contract #715-M2 shall be resolved in favor of the terms of this Agreement.

20.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

21.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall

be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

22.0 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Freight Terms. Orders will ship F.O.B. Destination. With F.O.B. Destination, Vendor is responsible for product until delivered to its destination; liability lies with the City thereafter.

Vendor chooses the most cost-effective shipping method but uses UPS ground service to transport most of Ingram's goods. Vendor reserves the right to adjust distribution center designations to provide the most favorable service to the City.

When freight charges on an individual account surpass 2.5% of the account's expenditure, Vendor reserves the right to change the shipping settings under this offer. Changes to account settings such as one warehouse for shipments or shipment timetables and order consolidation levels are examples of such alterations. Vendor shall consult with the City to ensure any changes made are in the best interests of both parties.

Each account will be assigned an individual account number. Items will be packaged for shipping according to account number and packages may contain multiple purchase orders for that account. Items ordered on one account will not combine for shipping with orders placed on another distinct account. Invoices are generated as items are shipped and may contain multiple Delivery Orders on a single invoice, but invoices and statements reflect only a single account.

Orders will ship with Vendor-paid freight from your designated primary and secondary distribution centers. Vendor shall hold orders until a minimum quantity of 15 units is met. The qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

Timing. Vendor understands and agrees to use commercially reasonable efforts to provide product and/or services. Vendor shall be responsible for failures to use commercially reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be promptly given, and reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Ingram Library Services LLC

By: Carolyn Morris
Printed Name: Carolyn Morris
Title: Vice President
Date Signed: May 6, 2026

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Exhibit "A"
Pricing

Contract Item List

Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

Contract ID No. 715M2-3352

RFP No. 304T-26-715M2

Ingram Library Services LLC

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$ 2.34	iClassic A bundle (includes best available record). If a full MARC record is required, price per unit is \$3.09 (iXtend A).
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$ 4.11	iXtend C bundle (guarantees a full level record).
iClassic bundle package	\$ 1.63	This is the base price for this bundle tier.
iXtend bundle package	\$ 2.37	This is the base price for this bundle tier.
iComplete bundle package	\$ 2.78	This is the base price for this bundle tier.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	<i>If Respondent offers MARC records, a brief MARC Record shall be free of charge, per the terms of this RFP.</i>
Standard MARC Record	\$ 0.75	MARC record only bundle
Mylar Jacket	\$ 1.25	Billed by component
Barcode Label	\$ -	Part of bundle package
Label (per application-Customer supplied)	\$ -	Part of bundle package
Label (per application-Vendor supplied)	\$ -	Part of bundle package
Genre Label	\$ -	Part of bundle package
Spine Label	\$ 1.63	Bundle billing iClassic
Label Protector	\$ -	Part of bundle package
Pocket (paper)	N/A	N/A
Pocket (vinyl)	N/A	N/A
Property Stamp (per impression)	\$ -	Part of bundle package, customer supplied, 12 stamps per distribution center
Spine Tape (inside)	N/A	N/A
Spine Tape (outside)	N/A	N/A

Additional Processing Components
<i>Pre-Processing Only: This service includes the following options — mylar, mylar and laminate, spine label only, and MARC record only.</i>
<i>iClassic Bundle: This service provides the best available MARC record and same options available in Pre-Processing PLUS Ingram Supplied Barcode, Property Label, Label Protector and Reading Program Labels.</i>
<i>iExtend Bundle: This service provides the full MARC record and same options available in iClassic Bundle PLUS Bibliographic or Pocket Label, Date Label, Branch Label, Z39.50 and Enriched Ordering.</i>
<i>iComplete Bundle: This service provides the full MARC record and same options available in iExtend Bundle PLUS Custom Cataloging and Premium Processing.</i>
<i>Various additional services available for bundles:</i>
<i>RFID/Barcode 2-part set; RFID/Barcode 3-part set; Barcode (available for Mylar & Mylar/Laminate bundles only); Property Label (Not available for Spine Label only bundle); Label Protectors (available for spine label bundle only); Unprogrammed RFID tag;</i>
<i>3M theft; Checkpoint theft. Premium add-on services include: Genre Labels, Audience/Collection labels, and Colored Label Protectors. An iComplete annual cataloging fee may apply. Services may include: Cataloger Intervention; Create Call Number / Cutter Series;</i>
<i>Remove/revise subject headings; OCLC Search/Download (with third party agreement); Genre Determination;</i>
<i>BISAC validation/customization; Manual Intervention for Tags; Add LC Call Number.</i>

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	\$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.
Vinyl Laminate; Various Thicknesses	\$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode)	\$ -	<i>Part of bundle package; not offered as stand-alone service.</i>
RFID ("universal" tag programmed and applied)	N/A	N/A
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape	N/A	N/A