BRAZORIA COUNTY

PURCHASING DEPARTMENT

SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

June 14, 2026

Midwest Tape, LLC
Attn: Sue Bascuk
PO Box 820
Holland, OH 43528
sbascuk@midwesttapes.com

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

Dear Ms. Bascuk:

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-Contant Delivery Platform**.

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 Midwest Tapes, LLC of Holland, 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 25th day of June 2026.

By: ______________________
County Judge Signature

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

By: ______________________
Signature of Vendor

By: Sheref Abou-Donia - Vice President Finance
Printed Name and Title

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement ("Agreement") is made as of this _25_day of June, 2026___ ("Effective Date") by and between _______Brazoria County______ (the "Library"), and Midwest Tape, LLC.

WHEREAS, Midwest Tape's hoopla Digital Media Platform ("hoopla," the "Platform," or the "hoopla Platform") allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user's library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users ("Patrons");

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

1. **DEFINITIONS**. The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

1.1 **"Digital Media Platform"** means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

1.2 **"Digital Titles"** means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

1.3 **"Flex Borrow"** or **"Flex Circulation"** means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user ("OCOU") license owned or controlled by the Library.

1.4 **"Flex License"** means a one-copy/one user license ("OCOU License"), as set forth in the attached Appendix 2.

1.5 **"hoopla Application"** means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

1.6 **"hoopla Website"** means a Midwest Tape website (currently ***.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 “Instant Borrow” or **“Instant Circulation”** means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a “Binge Pass”) pursuant to a pay-per-use (“PPU”) license that is paid for by the Library.

1.8 “Instant License” means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

1.9 “Intellectual Property Rights” means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 “Library Administration Website” means one or more Midwest Tape website(s) (currently available at ***.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 “Library Online Catalog” means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 “Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 “Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 “Pre-Owned Content” has the meaning set forth in Appendix 2.

1.15 “Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 “Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 “Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library Rights & Obligations.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (*e.g.*, limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice.

3.2 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the "Term") begins on the Effective Date 10/1/26 and runs through September 30, 2027 with the right to renew (4) renewal period of twelve (12) months each. Each such renewal shall be subject to approval by the Brazoria County Commissioners" Court.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Termination for non-appropriation of funds. Notwithstanding any other provision of this agreement, if funds for the continued fulfillment of this agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, the Library will have the right to terminate this agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Library will provide at least thirty (30) days advance written notice of such termination. The Library will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the outcome of this clause is to allow the Library to terminate the agreement for the reason of non-appropriation of funds.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors' Intellectual Property. Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality. Midwest Tape shall promptly notify the Library in writing should any such modifications negatively affect performance of the hoopla platform, or adversely limit Patron's usage, to the extent such modifications render this Agreement impractical. . Midwest Tape shall promptly notify the Library in writing should any such modifications negatively affect performance of the hoopla platform, or adversely limit Patron's usage, to the extent such modifications render this Agreement impractical.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Midwest Tape ("Indemnifying Party") agrees to defend, indemnify, and hold harmless Brazoria County and its parents, subsidiaries, and Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE 4 TIMES THE TOTAL FEES PAID BY BRAZORIA COUNTY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT; OR (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

6.5 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party. Notwithstanding the foregoing limitations, Midwest Tape understands that the Library or Brazoria County, Texas must comply with any law requiring disclosure of information, including the Texas Public Information Act and Open Records Decisions.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:	*To Brazoria County*	*To Brazoria County*
Midwest Tape, LLC:	Brazoria County Library System	Brazoria County
1417 Timberwolf Dr.	912 N. Velesco	237 E. Locust St.
Holland, Ohio 43528	Angleteton, TX 77515	Angleteton, TX 77515
info@midwesttapes.com	Jennifer@brazoriacountytx.gov	
1 (800) 875-2785	979-864-1412	979-864-1200

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

Brazoria County Library System

By: ______________________

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

Print Title: County Judge

Date Signed: 06/25/2026

ACCEPTED AND AGREED

MIDWEST TAPE, LLC

By: ______________________

Print Name: Sue Bascuk

Print Title: Vice President

Date Signed: 6/22/2026

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An **Instant Title** is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via **PPU Circulations**, otherwise referred to as **Instant Borrows**, each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (*e.g.*, a "Binge Pass", described below), for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one **Instant License** to authorize that particular borrow. A "**Binge Pass**" is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A **Flex Title** is only available to one user at a time, via a digital **OCOU Circulation**, otherwise referred to as a **Flex Borrow**. If the Library has an available **Flex License** to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
Payment obligations	A **PPU-Circulation Fee** is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

	Instant Borrows	Flex Borrows
(continued)	the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (**Pre-Owned Content**), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

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:
2026-1480377

Date Filed:
06/22/2026

Date Acknowledged:
6/23/2026

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

Midwest Tape LLC
Holland, 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
Digital Media

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable) Controlling	Intermediary
JJ Eldred LLC	Holland, OH United States	X	
Intrinsic Partners, LP	Holland, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Sheref Abou-Donia, and my date of birth is 1/5/1971.

My address is 1417 Timberwolf Drive, Holland, OH, 43528, USA.
(city) (state) (zip code) (country)

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

Executed in Lucas County, State of Ohio, on the 22 day of June, 2026.
(month) (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, Sheref Abou-Donia (Person name), the undersigned representative of (Company or Business Name) Midwest Tape LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

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

6/22/2026
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	**OFFICE USE ONLY**
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.	Date Received

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

Midwest Tape LLC

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Amanda Erickson

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.**

Not Applicable to Midwest Tape

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

6/22/2026

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 awarethat:

(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 thevendor.

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.

BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM

Midwest Tape, LLC
LEGAL NAME OF CONTRACTING COMPANY

37-1499686	607331498
FEDERAL I.D. # (Company or Corporation)	DUN & BRADSTREET D-U-N-S NUMBER
57ce3	
SAM.GOV UEI NUMBER	
800-875-2785	800-444-6645
TELEPHONE NUMBER	FACSIMILE NUMBER
Sue Bascuk	Vice President
CONTACT PERSON	TITLE

P.O. Box 820	Holland, Ohio	43528
COMPLETE MAILING ADDRESS	CITY & STATE	ZIP CODE
1417 Timberwolf Drive	Holland, Ohio	43528
COMPLETE STREET ADDRESS	CITY & STATE	ZIP CODE

sbascuk@midwesttapes.com or BIDRFPinfo@midwesttapes.com
EMAIL ADDRESS

CERTIFICATION

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

Sue Bascuk	3-16-2026
SIGNATURE "must be authorized to execute on behalf of company"	DATE
Sue Bascuk	Vice President
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 Midwest Tape, LLC

Signature of Company Official Authorizing the Bid/Offer Sue Bascuk Date 3-16-2026

Company Official (Printed Name) Sue Bascuk

Official's Position Vice President

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.

Sue Bascuk	3-16-2026
SIGNATURE	DATE
Sue Bascuk	Vice President
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.

Sue Bascuk

Signature/Authorized Certifying Official

Sue Bascuk, Vice President

Typed Name and Title

Midwest Tape, LLC

Applicant / Organization

3-16-2026

Date Signed

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)

Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** _____ a. bid/offer/application b. initial award c. post-award	**Report Type:** _____ a. initial filing b. material change

Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier______, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: ________________
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Sue Bascuk **Print Name:** Sue Bascuk **Title:** Vice President **Telephone No.:** 800-875-2785 **Date:** 3-16-2026 N/A - Midwest Tape, LLC has not made payment nor has made an agreement for future payment to any lobbying entity.
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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

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

__✓__ **Company <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.)***

NON-COLLUSION
AFFIDAVIT

THE STATE OF ~~TEXAS~~ Ohio

OWNER Sue Bascuk, Vice President

Before me, the undersigned authority, on this day personally appeared Sue Bascuk

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 Midwest Tape, LLC ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced project.

Sheref Abou-Donia	Vice President of Finance
Name	Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said Sheref Abou-Donia, this 3rd day of March, 20 26, to certify which witness my hand and seal of office.

Julia A Gardocki

NOTARY PUBLIC in and for

State of Ohio

Printed Name: Julia A. Gardocki

My Commission Expires: 12-2-2028

NOTARIAL SEAL
STATE OF OHIO

Julia A. Gardocki
Notary Public, State of Ohio
My Commission Expires:
12-02-2028

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	**OFFICE USE ONLY**
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).	Date Received

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.**

Midwest Tape, LLC

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

3 **Name of local government officer about whom the information is being disclosed.**

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.**

None

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 — 3-16-2026 Date

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

Sue Bascuk (signature)	3-16-2026
SIGNATURE "must be authorized to execute on behalf of company"	DATE
Sue Bascuk	Vice President
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.

Midwest Tape, LLC
COMPANY NAME

Sue Bascuk
SIGNATURE OF COMPANY REPRESENTATIVE

Sue Bascuk
PRINTED NAME

Vice President
TITLE

3-16-2026
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: Sue Bascuk

Title: Vice President

Email Address: sbascuk@midwesttapes.com

Phone Number: 800-875-2785

Name: Bid/RFP Specialist

Title: Bid/RFP Specialist - supporting the coordination of negotiations with Mrs. Bascuk noted above.

Email Address: BIDRFPinfo@midwesttapes.com

Phone Number: 800-875-2785

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):

Midwest Tape, LLC
Company Name

1417 Timberwolf Drive
Address

Holland
City

Ohio
State

43528
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 _______________%

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.	
Annual Pricing and all applicable hosting or platform fees	No Annual fees - our Instant (pay per circ) digital titles ranging from $0.00 - $3.99*
Additional Fees for training, end-user documentation, MARC records, metadata records, service upgrades or enhancement.	$0.00
Marketing Support (library branded digital and printed materials available. Printed Bookmarks and Sign up Cards available in Spanish.)	$0.00
Platform/Hosting/Content Transfer fees (Annually)	$0.00
Historic spending with the service can be viewed live in the Administrative dashboard 24/7 or in print form, discussed quarterly or annually.	$0.00
Collection Development Support	$0.00
*Midwest Tape's Hoopla Digital Service - Hoopla's Instant/Transactional content ranges from $0.00 - $3.99 per borrow. Library is in control of usage and budget. Flex (One Copy/One User) licensed ebooks and audiobooks are publisher priced on our eCommerce website.	

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

BRAZORIA COUNTY AUDITOR

hoopla

1417 Timberwolf Drive
Holland, Ohio 43528

Table of Contents

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

March 24, 2026

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

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

Midwest Tape has been listening to and serving the needs of librarians for over 36 years, delivering most current and popular audiovisual materials. Our industry expertise and relationships with publishers, studios, and music labels have led to the development of a leading library digital media service featuring state-of-the-art streaming and downloading capabilities and a user-friendly design called **Hoopla Digital**.

This all-in-one service has revolutionized the digital library experience for librarians and patrons in North America since 2013.

Hoopla is a direct reflection of this seasoned experience and knowledge and has evolved into a mobile-centric service built to meet the needs of the modern library patron. It was designed with libraries in mind, as they are our only customers. We continue to stand committed to our mission of empowering the evolution of public libraries, driving down holds, innovating the power of experience, and arming patrons with cutting-edge, reliable mobile and online access to dynamic digital content.

With Hoopla, there are no platform fees, no subscription fees, no annual fees, and no hosting fees. Every digital dollar spent by your library is used to provide content to your patrons. **Libraries have great flexibility to tailor the collection to their needs.**

Hoopla offers all digital license types, including more than 1 million one copy/one user (Hoopla Flex) titles and more than 2.1 million pay per use (Hoopla Instant) titles all in one app. The unique platform best serves the library by providing access to a digital collection that strategically blends perpetual, metered, and transactional licenses.

Hoopla offers significant time savings by providing your librarians the ability to manage their digital budget and entire digital collection in one place. This maximizes utilization of one copy/one user licenses with tools to make informed purchase decisions with side-by-side license comparison tools to help choose the right mix of license types for the library.

We provide a holistic approach to digital library collections. Hoopla services include first class library reporting tools, multiple title lending models, and a superior patron user experience.

Being a library-first digital partner, we align with library goals to provide a comprehensive, intuitive digital experience for patrons, including reduced waiting times with the unique Holds Relief function fulfills Hoopla Flex holds with Hoopla Instant licenses.

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

Here's why Hoopla is the public library's digital solution:

- No platform fees
- 7 digital formats
- Multiple license types
- One app with single sign-in functionality
- Streaming and downloadable content
- 135+ languages always available
- More than 3 million unique titles
- Tools to assist in cultivating a collection that suits your collection development policies and in-depth budget monitoring

We ask for your consideration to be evaluated within this RFP #26-07 E-Content Material (Resources) for the Library, as a vendor that can provide the Brazoria Public Library (BPL) with digital media formats of eBook, audiobook, movie, TV series, music, and comics and manga content, all within one easy-to-use, patron-centered platform.

Our responses include information regarding both Hoopla Instant and Hoopla Flex content. Instant content is transactionally charged simultaneous use content, while Flex content covers one copy/one user (OCOU) eBooks and audiobooks.

We would welcome an opportunity to fully explain and provide a guided tour of the Hoopla platform. During the RFP evaluation and during the contract period, the following staff members are assigned to assist the Brazoria Public Library with support of our digital platform and eCommerce site:

Jody Younkers, Account Executive
800-875-2785 Office
jyounkers@midwesttape.com

Myanna Evans-Allmon, Hoopla Support Specialist
800-875-2785 Office
mevans-allmon@midwesttape.com

Or your team can contact our Bid/RFP Specialists for coordination of questions and/or guest pass access – BIDRFPinfo@midwesttapes.com; 800-875-2795

Sincerely,

Sue Bascuk, Vice President
sbascuk@midwesttape.com
1417 Timberwolf Drive
Holland, OH 43528
800.875.2785
midwesttape.com | hoopladigital.com

VENDOR RESPONSE - Direct Costs (4 page maximum)

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

Midwest Tape is directing our response in this section to RFP's categories 2.1 E-Content delivery platforms & 2.3 E-Content available for license or purchase.

The unique Hoopla Instant model allows the library to only pay a transactional fee for what patrons borrow. Any increased spending over time directly relates to the number of patrons borrowing. Prices range from $0.00 - $3.99* and are priced based on the format. Overall platform average price per borrow is $1.79.

Current average Instant title prices per format:

Audiobook:	$2.11
BingePass:	$2.92
eBook:	$1.41
Comics and manga:	$1.17
Movies:	$2.03
Music albums:	$1.49
TV:	$1.40

*Please note that 98% of Instant titles are $2.99 or less, while 92% are $1.99 or less.

Brazoria County Library System (BCLS) began offering our Instant digital content to its patrons in April of 2014. At that initial launch the library provided movies, TV series, and music to its cardholders. As Hoopla evolved, so too has BCLS's confidence in our offering! As a result, your library added eBooks, audiobooks, comics and manga and BingePass. Your library now supports over 26,000 registered patrons. The Instant content on Hoopla provides your library with an average per-circulation price of only $2.24 (as of December 2025). During this long-standing offering, your patrons borrowed more than 200,000 unique digital titles.

BCLS's successes with Hoopla Instant content includes (as of December 2025):

- 26,344 unique patrons since launch (June 2014)
- 223,785 unique titles borrowed since launch
- The library's patron retention rate has resulted in 3,072 patrons using their borrowing power (four circs per month) in the last 12 months with more than 800 being blocked in July 2025 alone.
- The primary access to the library's Hoopla offering has been through iOS devices (69%), followed by Android devices (25%), web browsing (5%), and streaming (smart TVs) at 1%.
- In 2025, your library had more than 4,000 new patrons register for Hoopla with the largest number of new patrons registering in July (447).

- Through a specialized reporting tool that only Hoopla offers, a heatmap of when patrons are using/borrowing content on Hoopla shows that the most popular borrow time for BCLS is midnight (12 a.m.).
- In 2025, BCLS leveraged the breadth and depth of its Hoopla collection, with 348 titles (18% of total borrowed titles) circulating 26 times or more, 23,732 titles (66%) circulating once, and 5,615 titles (16%) circulating more than once. Hoopla provides your patrons with content they are looking for at a cost that meets the library's budget.
- The most popular formats among your patrons are eBooks, audiobooks, and comics and manga.
- In 2025, Hoopla delivered value to the BCLS community by giving patrons to access 36,000 titles worth $1.3 million in content value for only $209,000.

All of this valuable data is delivered to the library annually but can also be provided on a routine that best meets the needs of your library. The data is generated by your assigned coordinator, and presented to your library team by your Account Executive, Jody Younker.

We believe there are endless benefits to be had from a unified patron experience, which is why Hoopla was created to begin with. Rather than comb through all the different platforms that a library has, the patron can view one simple interface and see all the digital content available from their library. This enables the library to serve the models they want to serve without driving false holds for a title that a patron is going to go find elsewhere.

As digital titles become increasingly important to library patrons, it's critical that libraries offer a platform that not only features depth of content, but also pricing models designed to support **budget flexibility, sustainable lending, and evolving patron demand**.

With our Instant collection, we've negotiated with publishers and studios for the best prices that make sense for our libraries. We do not simply accept whatever pricing a publisher may set in this model, we actively and deliberately advocate for library value in pricing. We believe libraries and their patrons deserve a digital experience that delivers both exceptional access and strong value.

Flexible licensing options: We make it easy for libraries to select the licensing models that best serve their communities. As the publishing landscape continues to evolve, there is no one-size-fits-all approach to digital content. Our side-by-side collection tools allow libraries to evaluate and select the licensing model(s) that will deliver the greatest value for their patrons.

Transparent use of funds: With no additional platform or access fees, every digital dollar is directed toward content that meets the needs and interests of your local community.

Continuous innovation: We continuously enhance both our web and mobile experiences, regularly introducing new formats, features, and functionality to support evolving patron expectations.

Strong patron experience: We prioritize high-quality native app experiences for both iOS and Android. This commitment is reflected in our consistently strong app ratings. Across 680,000+ combined user reviews, the Hoopla app is rated at:

- 4.8 stars in the Apple App Store
- 4.7 stars in Google Play

Hoopla is designed to provide libraries with flexibility, transparent data insights, and the tools needed to build the best possible digital collection for their communities while maintaining control over their budgets.

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

Every dollar spent with Hoopla is used towards content borrowed by your patrons. There are no extraneous fees of any kind:

Annual Service Costs:
Annual Fees: $0.00
Platform Fees: $0.00
Maintenance Fees: $0.00
Set up Fees: $0.00
Content Transfer Fees: $0.00
Collection Development Support: $0.00
Marketing Support: $0.00
Training Support: $0.00
Customer Support: $0.00
ILS Support: $0.00

There are five different purchase models available to your library through Hoopla:

An **Instant** borrow license is a pay per use license. Content is instantly available for simultaneous use with no holds or waiting time. Content can be borrowed by an unlimited number of patrons at the same time. This type of license is charged to your library as patrons borrow content and is therefore a transactional license. The only limits are those placed by the library through budget constraints and/or policy limits.

All Flex licenses are one copy/one user; there is no simultaneous use. Content can only be borrowed by one patron at a time. If your library wishes to allow more than one patron to simultaneously borrow a Flex title, a separate license must be purchased for each.

A **time-metered Flex** license provides an unlimited number of circulations within a defined number of months. Once the defined threshold is met, the license expires.

A **circulation-based Flex** license provides an unlimited time in which a defined number of circulations is available. Once the defined threshold is met, the license expires.

A purchased **Flex** license that incorporates the features of **both time-metered and circulation-based** licenses expires as soon as the conditions of one of the two are met, whichever comes first.

Our **Instant Bundles** offering is our newest licensing option that allows libraries to pre-purchase a set number of simultaneous-use Hoopla Instant circulations for individual titles.

We have intentionally built a platform that makes it easy for libraries to compare available licensing models, adapt as the market evolves, and take advantage of new digital publishing models as they emerge. Additionally, we've developed a wide range of products and specialized services designed to support the evolving needs of public libraries and their patrons. Our approach is guided by five core values:

Library and patron satisfaction guide everything we do.
We believe libraries strengthen communities by providing access to information, education, and resources in ways no other institution can. Our role is to support libraries by making their work easier and more effective.

Continual improvement is essential.
Innovation can come from many sources, including libraries, patrons, and our own team. We actively pursue ideas that help libraries operate more efficiently and deliver stronger services to their communities.

Timeliness is a competitive advantage.
We work closely with publishing and vendor partners to advocate for libraries and to help ensure new releases are available at the same time as retail outlets. This includes continuously adding in-demand titles to Hoopla as well as delivering shelf-ready physical media.

Libraries deserve flexibility, empowerment, and transparency.
Every library should have the flexibility to deliver the patron experience that best serves its community. We empower libraries with control over how their digital collections are delivered and provide industry-leading transparency so they can clearly understand what content resonates with their patrons.

Collaboration drives success.
We believe in the power of people and respect diverse perspectives. By listening to and valuing different viewpoints, we work together toward the shared goal of strengthening libraries and the communities they serve.

Strong digital collections are more important than ever as libraries continue to evolve how they serve their communities. At the same time, we believe digital publishing is still in its early stages. While some companies may be slowing their development or exiting the space, we remain committed to investing in new tools and innovations that help our library partners maximize the value of their digital budgets.

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

The unique Hoopla Instant model charges a transactional fee only when a patron borrows a title. Any increased spending over time directly relates to the number of patrons borrowing. Prices range from $0.00 - $3.99* and are priced based on the format. The overall platform average price per borrow is $1.79.

<u>E-Content Available for License Purchase:</u> Hoopla Flex content

A **Flex Title** is only available to one user at a time, via a OC/OU circulation, otherwise referred to as a Flex borrow. If the library has an available **Flex license**, a patron may activate a Flex borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless either the library has purchased additional Flex Licenses to the same title and one is available at that time, or the same title is also available as an Instant title. A Flex borrow allows users to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.

Where available, Flex licenses are ordered via the Midwest Tape eCommerce website. The costs of these licenses vary by title and format. BCLS is in complete control over their digital budget with Hoopla—both Instant and Flex.

We believe in empowerment through information. Data analytics (performance insights) guide the decision-making process. Through metrics like demand, history, active borrows, active holds, and circulation history, we can best support the library with data and help them fill in gaps with Hoopla Flex content. It also supports the library by identifying whether a title is best served by purchasing another license or, if popularity has waned on that title, a transactional borrow is a better value. All of this information is viewed at the product title level or collectively in a content diversity review.

Other options are available if the library needs further support in developing or using our Flex offering. We can help transfer the library's existing OCOU titles over to the Hoopla platform (at no charge from Midwest Tape) or an opening-day-style collection of content based on Instant availability, author strength, popularity, retail success, and model friendliness.

Coverage Provided (4 page maximum)

- **Breadth and depth of content/learning services available to suit BCLS needs**

Traditional digital lending models often rely on limited licenses, long wait times, and complex purchasing structures, creating friction for both libraries and users. Hoopla was designed as a library-first digital solution that removes these barriers through an on-demand, pay per use model. This gives patrons instant access to content while enabling libraries to align expenditure with actual community demand. In doing so, Hoopla extends Midwest Tape's longstanding commitment to equitable access and inclusion.

Hoopla is the only all-in-one digital streaming platform for public libraries, offering movies, TV, music, audiobooks, eBooks, comics and manga, and the BingePass experiences in a single app. With more than 2 million titles across seven formats, no setup costs, and no platform fees, 100% of library investment goes directly toward patron access. This enables libraries to extend services beyond physical branches and reach regional and remote communities.

Hoopla's hybrid access model combines:

- Instant (pay per circ): Always-available access for spontaneous demand
- Flex (one copy/one user): Strategic purchasing for predictable, high-use titles
- Instant Bundles: Pre-purchase of a set number of simultaneous use licenses for select titles

Together, these models balance patron experience and budget, delivering better collections that adapt quickly to community needs.

Content selection and curation is performed by our team with extensive collection development and procurement expertise across each media format. With more than 25 years of collective library content selection experience, our team works closely with vendors around the world to bring the best content to libraries and their patrons. This team uses a combination of reliable industry sources, trend forecasting, bestseller lists and rankings, and award nominations and winners to craft and curate local and popular collections for library patrons.

In addition to curated collections, Hoopla offers the robust Resource Center to assist libraries in the promotion of content. With assets ready for print or digital, including social media images and copy, flyers, guides, and more, the Resource Center supports local holidays, observances, and trending topics.

The depth and breadth of the Hoopla catalog spans across all audiences, including adult, young adult, and children's, across both fiction and nonfiction. Titles are available through two flexible access models, Instant (pay per use) and Flex (one copy/one user), allowing libraries to choose the purchasing approach that best fits their collection strategy.

We continually enhance and refine our bibliographic database based on feedback to provide library staff with the best experience possible. Hoopla's basic search is powered by title, author, or ISBN. Search results can be filtered by format, purchase type, release status, and release date. Hoopla''s robust search tools and browsing capabilities make content discovery engaging and efficient for staff. Our goal is for the bibliographic database to support library staff in making selections of titles and/or licenses that are best suited for your collection. Training is provided free of charge.

One of the core services libraries offer is helping patrons find content around a topic they're interested in or discovering and exploring new areas of interest. Hoopla's goal is to do the same thing from the digital perspective. Not only does Hoopla allow you to build custom collections for your patrons, it also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the best content in their area of interest and discover new areas of interest as well.

Your patrons can stream content with a Wi-Fi connection both on a web browser or their personal device. Your patrons can also choose to download content. The title remains in the app itself (on mobile devices only) temporarily and is not maintained on the patron's personal device memory. This option doesn't utilize patrons' personal data time when wanting to view or listen to their title. Once the loan period expires, it is automatically 'returned' to the library. We do feature the option of a patron returning the title early or they can renew the title 48 hours prior to the title's expiration.

When a title is located, the patron simply clicks the borrow button to see how long they will have access to the content and when it will automatically be returned. On their homepage, patrons can see how many titles are currently borrowed and how many allotted borrows they have available for the remainder of the month. They will also be able to easily see if they are in a holds queue for a Flex title and where they are within that queue. They have the ability to snooze a hold which allows them to remain in line for 48 hours and return to their place in the queue.

Exclusive to Hoopla

As a result of our advocacy for libraries and spirit of innovation, we developed two exclusive programs for Hoopla that benefit libraries: BingePass and Bonus Borrows. They underscore our enduring commitment to public libraries and our company mission: to build innovative products, promote equitable access to content, and deliver personalized service to ensure libraries succeed because strong libraries build healthy communities.

BingePass

BingePass allows patrons to unlock seven days of unlimited access to entire collections and platforms with a single borrow, making your budget go further. The ever-growing collection of BingePass offerings is uniquely designed to educate and entertain your patrons and delivers content for all ages, including, comics, fitness classes, cooking instruction, movies, documentaries, podcasts, eBooks, puzzles and games, magazines, and video courses.

SeasonPass, part of the BingePass collection, allows patrons to watch full seasons of popular and well-known TV series with just a single borrow.
New BingePasses are added to Hoopla regularly and are instantly available to members, with no additional work or setup required from the library.

Bonus Borrows

Our Bonus Borrows program is offered at no cost to libraries and keeps patrons engaged all month long, even after they have used their monthly borrows. During the final seven days of each month, patrons can enjoy a curated selection of audiobooks, eBooks, comics and manga, movies, TV, and BingePasses without using their borrows. It is a simple, high-value way for patrons to discover new titles, series, and creators they may not have found otherwise.

Together, Hoopla's exclusive BingePass and Season Pass offerings, alongside the monthly Bonus Borrows program, deliver unmatched value for libraries and their communities. They reflect our ongoing commitment to public libraries and our mission to build innovative products, promote equitable access to content, and deliver personalized service so libraries can thrive and strengthen the communities they serve.

Other Features - Hoopla continues to evolve based on the feedback of libraries and their patrons. From this feedback, we created the Kids Mode function, which allows parents to ensure young library patrons have access only to family-friendly content appropriate for ages 12 and under.

Additionally, Hoopla offers Read-Alongs: immersive eReader technology that shows on-screen graphics, appearing as they would in a physical book. The book text is highlighted and synchronized as the narrative audio track plays.

The exclusive ActionView technology brings comics come to life by allowing the reader to double tap a panel in a comics or manga title and swipe for a panel-by panel guided reading experience.

Library Controls - The library has control over what content is available to its patrons if so needed. The library can block or shadow specific titles through the administrative dashboard controlled by the library. These blocks can be due to content or price points, however, we do ask that you work with your library-assigned coordinator when making any changes to blocking by price points. Projections are available to assist the library in determining the impact of blocking by price on the overall performance of the service.

Libraries also have full control over the number of monthly borrows patrons have available to them, and if a title is offered in the Instant or Flex model. Today's average is around 10 borrows per month of our Instant titles (Brazoria County Library allows four borrows per patron at this time). The library can give Flex content a set borrow limit but as patrons read or listen, they can manually return that title prior to the return date and receive another borrow for the month.

- **Description of how products are suitable for libraries**

All items supplied by our company are suitable to be lent through a public lending system and include all necessary accessibility features required.

Our content team have backgrounds coming from the publishing industry and whose focus is only to acquire content with world-wide distribution rights to help span our offering globally.

Our digital content partners deliver any rights changes to us, and we ensure we update our digital database accordingly. We provide banner carousels that feature titles leaving Hoopla for these specific changes, giving patrons the opportunity to engage with content prior to the rights change.

Knowing our library market, we fully vet our current publishers/studios to ensure the quality of their digital content being ingested into our platform as well as for information about the title being clearly identified.

As new publishers and studios are onboarded into the Hoopla service, they go through a thorough review process for quality of playback of their content, subject matter, country restrictions, and overall quality of their offering before any titles are ingested onto the platform.

Customer Service (4 page maximum)

- **Ease of service / platform use**

Built exclusively for public libraries and their patrons, Hoopla Digital is the only platform that combines all formats and all license models into one convenient app with no platform fees. Offering audiobooks, eBooks, comics and manga, music, movies, TV, and more with BingePass, Hoopla is your complete digital collection.

Hoopla drives patron engagement and helps your library meet your patrons where they are by ensuring that your collection delivers both the appeal of front list and the depth of backlist. With no physical space requirements and more budgetary freedom, libraries of every size can carry a robust digital collection.

Your patrons can access your Hoopla Digital service through all of today's mobile devices, web browsers and tablets by simply downloading the free app from either the Apple App Store (iOS), Google Play (Android) or Amazon Apps. Once the patron accesses Hoopla (via app or browser) they are presented the following screen to begin an account or log in (reminder – once the member establishes a Hoopla account, they do not need to re-enter their information – Hoopla saves it for easy access at any time).

The patron enters their email address and selects a password. (Password is not retained within Hoopla's back-end system – only email address is retained.) The user selects – NEXT. If the user's device has Location Services are turned on, local Libraries will be presented for ease of use, or they can type in their local Library name.

Acceptance of Hoopla's Terms and Conditions (like most of today's apps) is presented and requires acceptance to proceed. This screen allows the user to access these along with our Privacy Policy prior to acceptance. Please not that Terms and Conditions along with the Privacy Policy are always available to the user within their Settings and are updated as needed.

Once the patron has selected their Library, they are taken to an additional screen to enter (only once) their library card number and they will also enter a PIN if the library requires one. A PIN is not a requirement if a library doesn't use them.

A quick summary is then presented to the user based on the Hoopla service your library desires to offer. They are shown the number of borrows allotted each month, formats offered by the library and library contact information. Immediate access to the content is then presented. The navigation process is intuitive and easy to use so many of your patrons will work within the app quickly and easily without much direction.

It is that easy. Your library's digital doors are open to your community 24 hours a day/7 days a week.

Our libraries have come to expect the best in customer care from Midwest Tape. Responsiveness is the key to a valued business-library partnership, and this level of care is present with the Hoopla platform. All customer support is provided free of charge. Support is provided for both patrons and library staff. We want patrons to continue recognize that Hoopla is a service of your library. Patrons are asked to first reach out to the library staff for support who are thoroughly trained by the Midwest Tape support team. However, we provide patron support via email (info@hoopladigital.com) as well as, *Submit Feedback and Help* through their mobile devices and through the web version of Hoopla. FAQ's are available for each patron to easily identify common problems and their resolutions.

Please note that questions listed are specific to the format the user selects. If none of the questions address the issue, the patron can reach out to us at info@hoopladigital.com. Our support team will ask additional questions to help understand the problem (if needed) and provide a response. If the issue cannot be resolved in a single outreach, our support team will deliver an answer within 48 hours.

Library staff receives support during normal business hours (Monday-Friday, 8:30 a.m. to 5:00 p.m. ET). Your library team is coordinated and supported by Myana Evans. Myanna has been a member of the Midwest Tape team for five years. The team will provide support to your library team, as well as a thorough on-boarding process with your library members, reporting support, and free training (both in the initial on-boarding phase and ongoing throughout the contract period). During business hours, Myanna is available from 8:30 a.m. to 5:00 p.m. EST Monday-Friday. After our normal operating hours, patrons (and librarians) are able to receive support via email at info@hoopladigital.com. Our staff remains available until 10:00 p.m. EST.

Training is provided to the library free of charge and follows the initial agreement signing and programming phase, called onboarding. During this onboarding process, the library receives a welcome packet outlining the process and our support personnel. Library staff are guided step-by-step through the process and given all necessary printed and electronic materials to use in-house and to share with patrons.

We can provide on-site library staff training at no cost, either in-person or virtually.

As Hoopla currently provides BCPL with Hoopla Instant, the standard initial onboarding schedule has already been completed.

With the adoption of Hoopla Flex content, further training will be provided to your library staff by your Hoopla coordinator, including how to purchase digital content on our eCommerce website—the same website the library uses to purchase physical audiovisual materials.

All orders receive an order confirmation. We encourage our library partners to set up unique accounts for their Flex digital ordering. The library has no limit on the number of accounts needed for both digital and physical material ordering.

Ongoing support, guidance and training sessions are always available to library administrators and staff. Live internet-based sessions are held twice a month with interactive exercises that meet the needs of member libraries and their patrons.

Additional training tutorials are available on YouTube at https://www.youtube.com/user/hoopladigital and be linked to the library's website. Many of these training videos are designed for both library staff members and patrons.

While the Hoopla platform is intuitive and user-friendly, we offer a number of how-to and tutorials videos. Our team members can provide patron support through onsite programs featured at the library to help engage library patrons, assist with registrations, and offer general Hoopla guidance.

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

We provide the library with the Hoopla dashboard, created by the librarian, for the librarian. The dashboard offers an in-depth, fully customizable look at user trends and how materials are borrowed. It is linked directly into our eCommerce site. Once logged in, your staff has access to five tabs (Reports, Financial, Titles, Collections, and Settings).

The dashboard helps your staff find the data that is important and those they serve, in the manner that works best within their busy daily schedule. Reports include: *New Patron Reporting, Patron Borrowing Report, Patrons and Borrows Report, Overall Circulations Report, Circulations by Format, Circulations by Category, Trending Titles, Unique Titles Borrowed, Instant Budget Summary, Budget Cap Blocks, Patron Finder, Blocked Titles Report and Invoices/Statements*.

The reporting tools are the most used and praised area of the administrative site. It has a drive-like feel and allows the library to be in control. This information is updated in real-time for the most accurate picture of your budget. A multitude of reports can be created within our site and can be exported to excel. More detailed, specialized reports can be provided by contacting your Hoopla coordinator at any time.

- **Method for patron authentication**

Please note that the Hoopla authentication practices vary depending on the ILS system utilized by each library. SIP2 access is currently the most popular method of authentication required by our partners. Hoopla checks against your library's ILS when a patron registers and borrows, only to ensure they are a valid patron, and if they are allowed to borrow content based on a set of library-designated patron policies (fines, patron type, and juvenile/adult patrons).

Company Data & Experience (5 pages maximum)

- **Ability to provide services requested**

Hoopla Delivers an All-in-One Digital Media Experience
Built exclusively for public libraries and their patrons, Hoopla is the only platform that combines all formats and all license models into one convenient app with no platform fees. Offering audiobooks, eBooks, comics and manga, music, movies, TV, and more with BingePass, Hoopla is your complete digital collection.

Hoopla drives patron engagement and helps your library meet your patrons where they are by ensuring that your collection delivers both the appeal of frontlist and the depth of backlist. With no physical space requirements and more budgetary freedom, libraries of every size can carry a robust digital collection.

Why Hoopla
Patron satisfaction is vital to your library's success. With a consistently high 4.7 Google Play and 4.8 Apple App Store rating, Hoopla gives your patrons access to more of what they are looking for, including world languages and diverse content. Hoopla's intuitive user experience delivers:

- The convenience of multiple formats on a single app, lessening app fatigue and patron confusion with a best-in-class user experience
- Content from publishers of every size and shape, as well as a wide variety of indie authors
- Download capability, allowing patrons with limited internet access to consume content offline
- Reduced wait times with the unique holds relief function that fulfills a Hoopla Flex hold with a Hoopla Instant license under settings you control
- The ability to explore entire collections with a single Hoopla Instant borrow thanks to Hoopla BingePass

We believe libraries and patrons deserve the best experience at the best value.

Read, listen and watch in one platform
Hoopla's all-in-one platform makes it much easier to manage the collection and, more importantly, the budget. With no ads or waiting, patrons have access to more than 2 million titles always available in the Hoopla Instant collection, including content in 135 world languages, more than 320,000 juvenile titles, and an unmatched variety of publishers. Combined with your library's Hoopla Flex audiobooks and

eBooks collection, there's content for every interest and lifestyle.

No platform, subscription, or transfer fees

We believe library budgets are for collection building. Your dedicated Hoopla support team will be happy to help transfer your legacy one copy/one user digital collections to help maximize their discovery and usage.

Discoverability

Incorporating Hoopla records into your online catalog increases discoverability and meets your patrons where they are, while allowing you to leverage your complete library collection, making it easier for staff and patrons to find what they are looking for. Loading records also promotes diversity, equity, and inclusion by increasing visibility to Hoopla's extensive collection of 355,000+ IDEA titles available across topics like gender, religion, mental health, race, and LGBTQ+.

Catalog permanency

With 73% of digital licenses being metered, libraries face decisions on repurchasing licenses. Hoopla's pay per use model keeps titles available, ensuring a 100% return on investment. Each dollar spent goes toward content that a patron has checked out and can enjoy immediately. Most titles (99% of the Hoopla Instant catalog) remain accessible over time, preventing backlist titles from going out of print and continuously growing the digital catalog. This model ensures that libraries only pay for what patrons borrow, maximizing the value of their investment.

Data & Reporting Transparency

Hoopla is also very transparent regarding data and reporting. Collection managers are given the ability to track the true value of licenses and actual cost per circ based on real borrows. Having all resources on one platform makes it easier to manage your budget between one copy/one user and pay per use.

Advocacy

When our founder John Eldred began selling VHS tapes from his successful video store to libraries in 1989, the first librarian he visited became a valued mentor, teaching him about the unique needs of libraries. With that knowledge, John soon evolved his store into the family-owned Midwest Tape. Now, 36 years later, Midwest Tape and Hoopla have become trusted library partners, advocating for fair pricing and helping to provide communities with equitable access to content.

Hoopla BingePass

Hoopla's exclusive BingePass offering allows patrons to stream entire collections and platforms for seven days with just one borrow. Libraries pay ONLY for the BingePass borrow; all subsequent circs within the BingePass are free. The BingePass lineup includes Hallmark movies, digital magazines, puzzles, music lessons, eBooks for kids, video courses, and so much more.

The Hoopla App

Our app experience is among the very best in the library or consumer space, scoring 4.8 stars in the Apple Store iOS and 4.7 stars in the Google Play store, while earning more than 1 million reviews.

Resource Center
Hoopla's Resource Center helps your library support patron engagement with easy-to-use supplemental marketing materials designed to make your outreach efforts easier. Get supporting assets, the Hoopla launch kit to get your staff and patrons ready and excited to engage with Hoopla, an editorial calendar to simplify your planning, and print-ready and digital resources such as social media and web assets, flyers, handout cards, and bookmarks.

Hoopla's Bonus Borrows
This program allows patrons to choose from a curated selection of TV shows, movies, comics and manga, eBooks, and audiobooks the last seven days of each month without using their monthly borrows. These borrows are at no cost to the library and lower your cost per circulation while helping improve patron satisfaction.

Collection Tools
Our tools make it easy for libraries to choose the best content options for their community. As the publishing industry evolves, there isn't a one-size-fits solution for licensing digital content. Our side-by-side collection tools allow libraries to select the licensing model that will drive the most value for their patrons, from metered and perpetual use one copy/one user Hoopla Flex eBooks to always-available pay per use hoopla Instant titles with no upfront investment.

Customer Support
Our customer support is second to none. We provide libraries with collection, training, and marketing support that helps enhance the overall experience for their patrons.

- **Years in business**

Headquartered in Holland, Ohio, Hoopla is a service of Midwest Tape, a trusted partner to public libraries for more than 36 years. When Midwest Tape introduced Hoopla in 2013, it revolutionized the library digital media landscape.

- **Service reliability / stability**

Our company employs on-site programming and technology personnel that monitor the Hoopla platform from our U.S. based location 24/7. Any outage that may occur is recorded by our developers. In the last three years, the Hoopla platform has had an overall up time of 99.9992%.

Please note that our content and data is stored on the Amazon Cloud, and we are AWS SOC (System and Organization Controls) 2 compliant.

Should the Hoopla app or website be offline for any reason during standard hours, your Hoopla coordinator will provide notification via email to your library-assigned Hoopla project lead. The Hoopla website will also provide an announcement to the user.

Any scheduled app or website maintenance is conducted during off-peak hours as to minimize any impact on our library partners and their members. Any upgrades to the apps are scheduled through Apple, Google, and Amazon per the standard protocols followed by all app providers. The updates are launched during regular device updates and your members are notified via their device when updates are scheduled.

From the patron authentication standpoint, our library systems & integration team is responsible in the event your authentication process goes down for any reason (e.g. power outage or IP change); our team will notify your library and provide options to keep Hoopla up and running for members while we work to resolve any underlying issues.

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

Free Reporting support - The Hoopla dashboard was created by the librarian, for the librarian. The dashboard offers an in-depth, fully customizable look at user trends and how materials are borrowed and data reflecting their own Hoopla offering. It is directly linked to theMidwest Tape eCommerce site. Once logged in, your staff has access to five tabs (Reports, Financial, Titles, Collections, and Settings).

The dashboard helps your staff find the data that is important and those they serve, in the manner that works best within their busy daily schedule. Reports include, but not limited to *New Patron Reporting, Patron Borrowing Report, Patrons and Borrows Report, Overall Circulations Report, Circulations by Format, Circulations by Category, Trending Titles, Unique Titles Borrowed, Instant Budget Summary, Budget Cap Blocks, Patron Finder, Blocked Titles Report* and *Invoices/Statements*.

The reporting tools are the most used and praised area of the administrative site. It allows the library to be in control and see its value to their communities. This information is updated in real time for the most accurate picture of your budget right at your fingertips. A variety of reports can be created both within our site and can be exported to Excel. More detailed, specialized reports can be provided by contacting your Hoopla coordinator at any time. These include annual analysis of your library Hoopla performance and budget projections.

As the publishing industry evolves, there isn't a one-size-fits solution for licensing digital content in libraries—our side-by-side collection development tools allow the library to select the licensing model they believe will drive the most value for their community, whether it's a metered or perpetual use one copy/one user Hoopla Flex eBook, or an always-available simultaneous-use Hoopla Instant transactional title with no upfront investment. We bring flexibility to the librarian to build the collection that's best for their library and their patrons.

Free training and customer support - Customer support and training are provided free of charge to both patrons and library staff.

Onboarding follows the initial agreement signing and programming phase. During this onboarding process, your library receives a welcome packet outlining the process and their Hoopla support personnel. Our team guides the library staff through the process step by step and provides all necessary printed and electronic materials to use in house and to share with patrons. This can be done either in person or via webinar service. Unlimited personnel may attend.

Hoopla provides continual support and guidance through training sessions with library administrators and staff. Live virtual sessions are held twice per month with interactive exercises to engage attendees with the Hoopla platform. We aim to continually improve our trainings to meet the needs of libraries and their patrons.

Additional training tutorials are available at youtube.com/user/hoopladigital and can be linked to your library's website. The sessions are each approximately 2-5 minutes long and help support the training your library will receive. Many of these training videos are designed for both library staff members and patrons.

Training and special patron-facing event services can be provided to your library at any time and are coordinated with your Midwest Tape account executive.

The Hoopla Resource Center is a dedicated platform with a suite of marketing materials to help libraries promote Hoopla's extensive collection. It serves as a vital hub for resources that can help you effectively communicate the value of Hoopla to your patrons. Whether you are introducing new programming, promoting special editorial content, or simply encouraging users to explore the platform, the Resource Center is here to help!

Key Features of the Resource Center

1. **Up-to-Date Marketing Materials:** The Resource Center is regularly updated with marketing materials that highlight Hoopla's latest offerings and programs. These materials are designed to be easily downloadable and customizable, making it simple for libraries to tailor their marketing efforts.

2. **User-Friendly Interface:** The Resource Center is intuitive to navigate, so the materials you need are easy to find. Promotional flyers, social media and online graphics, in-branch signage and more—everything is organized by programming type. Easy-peasy.

Making the Most of the Hoopla Resource Center

1. **Create Your Own Marketing Calendar:** Establish a timeline for your marketing efforts based on Hoopla's editorial calendar. This lets you align your library's promotional activities with the latest offerings. For example, when promoting the Movie Club, schedule social media posts, email blasts, and in-library signage to build anticipation.

2. **Engage with Social Media:** Make use of the digital assets the Resource Center has to offer. Create social media posts that get noticed. Highlight the unique features of Hoopla, such as the wide variety of content and the convenience of on-demand access. Consider running social media campaigns that encourage patrons to share their favorite Hoopla titles.

3. **Incorporate Into Library Events:** Integrate Hoopla promotions into your existing library events. For instance, if you're hosting a book club, introduce the Hoopla Reading Challenge resources to encourage discussions around Hoopla's eBook offerings. Use flyers and bookmarks to remind attendees about Hoopla's available content.

4. **Bring Your Staff on Board:** Involve all library staff in your training sessions that highlight how to navigate the Resource Center and utilize the Hoopla marketing materials. When staff are informed, they can better assist patrons in exploring Hoopla's vast collection.

5. **Monitor Engagement:** Keep track of how your promotional efforts impact library usage. By analyzing data on how many patrons engage with Hoopla before and after your marketing initiatives, you can gauge what works best for your community and adjust your strategies accordingly.

Free patron support - Patrons are asked to first reach out to your library staff, who will be thoroughly trained by the Midwest Tape support team. However, we also provide patron support via email (feedback@hoopladigital.com), as well as through the *Submit Feedback* function on the mobile app and the *Contact Us* function on the Hoopla website.

Frequently asked questions are accessible for patrons to easily identify and resolve common problems and are updated as the Hoopla platform expands with new formats or services. If the FAQs do not solve the patron's issue, they can reach out to us (as detailed above). Our support team will respond with any additional questions to help understand the problem. If the issue cannot be resolved in a single outreach, our support team will provide an update within 24 hours with a typical resolution time of no more than 48 hours.

Pricing Validity Period (1 page maximum)

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

The Hoopla platform's pricing varies in transactional charges for our Instant collection, and our Flex (one copy/one user) licensed eBooks and audiobooks are priced in accordance to publisher release. When building our Instant collection, our content curation team works with publishers and studios to maintain transactional content priced no higher than $3.99.

The unique Hoopla Instant model allows the library to only pay for what patrons borrow. Any increased spending over time directly relates to the number of patrons borrowing. The library is charged a transactional fee only when a patron borrows a title. Prices range from $0.00 - $3.99* and are priced based on the format. Overall platform average price per borrow is $1.79.

*98% of our Instant titles are priced at $2.99 or less, while 92% of our instant collection is priced at $1.99 or less.

Every dollar spent on the Hoopla platform is used towards content borrowed by your patrons. There are no annual fees, platform fees, maintenance fees, training fees, or support fees. Additionally, all end-user documentation, MARC records, enhancements, marketing support, and reporting services are offered free of charge**.**

There are four different Flex title purchase models available to your library through hoopla:

- All **Flex** licenses are one copy/one user; there is no simultaneous use. Content can only be borrowed by one patron at a time. If your library wishes to allow more than one patron to simultaneously borrow a Flex title, a separate license must be purchased for each.
- A **time-metered Flex** license provides an unlimited number of circulations within a defined number of months. Once the threshold is met, the license expires.
- A **circulation-based Flex** license provides an unlimited time in which a defined number of circulations is available. Once the threshold is met, the license expires.
- A purchased **Flex** license that incorporates the features of **both the time-metered and circulation-based** licenses expires as soon as the conditions of one of the two are met, whichever comes first.

We purposely offer a platform that makes it easy to compare available license models, continue to expand and grow as the market evolves, and offer new digital publishing models as they become available.

Additional Company Information (10 page maximum)

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

Midwest Tape has been listening to—and serving the needs of—librarians since 1989, delivering the newest and most popular audiovisual materials. Our industry expertise and relationships with publishers, studios, and music labels have led to the development of Hoopla, a leading library digital media service featuring state-of-the-art streaming and downloading capabilities and a user-friendly design.

The landscape of digital content has shifted. Due to changes in policies across the publishing industry, ownership of digital content is loosely defined—but Hoopla makes it easier to manage your budget and your entire collection in one place.

- Hoopla delivers an all-in-one digital experience. Built exclusively for public libraries and their patrons, Hoopla is the only platform that combines all formats and all license models into one convenient app with no platform fees. Offering audiobooks, eBooks, comics and manga, music, movies, TV, and more with BingePass, Hoopla is your complete digital collection.

- Hoopla allows libraries to make informed title selections, easily manage budgets and expiring meters, and eliminate zombie holds. Managing all digital content on one platform maximizes utilization of one copy/one user licenses with tools to make smart purchase decisions with side-by-side license comparison tools that help choose the right mix of license types for your library.
- Hoopla drives patron engagement and helps your library meet your patrons where they are by ensuring that your collection delivers both the appeal of frontlist and the depth of backlist. With no physical space requirements and more budgetary freedom, libraries of every size can carry the same robust digital collection.

With all your library's digital content on Hoopla, patrons always know where to find their favorite titles with an intuitive experience to deliver the content patrons want, reducing wait time with the unique Holds Relief function that can fulfill a Hoopla Flex license hold with a Hoopla Instant license.

With Hoopla, there are no platform fees, no subscription fees, no annual fees, and no hosting fees. Every digital dollar spent by your library is used to provide content to your patrons—instantly and simultaneously.

Method for patron authentication - Hoopla authentication practices vary depending on the ILS system utilized by each library. SIP2 access is currently the most popular method of authentication required by our partners. Hoopla checks against your library's ILS when a patron registers and borrows, only to ensure they are a valid patron, and if they are allowed to borrow content based on a set of library-designated patron policies (e.g. fines, patron type, and juvenile/adult patrons).

Description of how products are suitable for libraries - All items supplied by our company are suitable to be lent through a public lending system and include all necessary accessibility features required.

Our content team have backgrounds coming from the publishing industry and whose focus is only to acquire content with world-wide distribution rights to help span our offering globally.

Our digital content partners deliver any rights changes to us, and we ensure we update our digital database accordingly. If titles are being removed from the platform due to these specific changes, we provide banner carousels that highlight titles that will be leaving Hoopla soon to provide the member the opportunity to engage with content prior to the change in the rights.

Knowing our library market, we fully vet our current publishers/studios to ensure the quality of their digital content being ingested into our platform as well as for information about the title being clearly identified.

As new publishers and studios are onboarded, they go through a thorough review process for quality of playback of their content, subject matter, country restrictions, and overall quality of their offering before any titles are ingested onto the platform.

What Makes Hoopa Different?

As public libraries remain a source of stability, equity, and trust, they continue to serve as community anchors, safe havens, and gateways to opportunity. Libraries don't just manage collections, they uphold values. They serve people, not profits.

Hoopla isn't just a digital content service—it's a movement. It's a bold, visionary approach that puts libraries back in control not just of their budgets, but of their mission, their content, and the patron experience.

Many libraries remain loyal to legacy vendors because they feel safe, familiar, and endorsed by peers. It's human nature. But comfort doesn't equal alignment. These models often come with hidden costs, limited access, and licensing schemes that prioritize corporate interests over community needs.

Hoopla challenges that status quo not because it's flawed, but because it dares to ask: *What if libraries could offer instant access without sacrificing control? What if budgets could be predictable, content could be diverse, and patrons could be empowered…all at once?*

With Hoopla, libraries are taking:

- **Control of their budget** with transparent, reliable reporting that can help predict future trends.
- **Control of their content** with a rich, inclusive catalog that reflects the diversity of their communities.
- **Control of the patron experience** with seamless, instant access that meets today's expectations.

Hoopla is built differently because it's built for libraries. It's built for impact.

Libraries are mission-driven. They exist to serve, to educate, to uplift, and to entertain. Hoopla shares that mission. We're not chasing every dollar—we're building a better way. One that respects your values, your autonomy, and your community.

Hoopla empowers libraries to think differently about their digital collections. It's not just about access, it's about agency and giving libraries the tools to lead, not follow.

In today's libraries, where digital platforms have become just as important as the physical shelves, every digital borrow represents a moment of transformation.

It's not just a transaction—it's a connection, a lifeline, a catalyst for change. As a librarian, you know that behind every borrowed eBook, audiobook, movie, or album is a person seeking something meaningful. And in that moment, the library delivers.

Each digital borrow is more than a click. It's a spark.

It's the spark of resilience in someone learning a new skill to rebuild their life. Whether it's a recently unemployed adult diving into career development resources or a prospective new American studying for the citizenship test, digital collections offer immediate, 24/7 access to tools that empower and uplift. These aren't just digital streams, they're stepping stones to a better future.

It's the spark of confidence in a teen exploring their identity through diverse stories. Digital platforms give young readers the privacy and freedom to discover books that reflect their experiences and expand their understanding of the world. For many, the ability to borrow a book without judgment or barriers is the first step toward self-acceptance and empathy.

The power of a digital borrow is limitless. It's puzzles and games for a rainy day, front-row access to classical music concerts, or a lesson on how to make dinner like a legendary French chef. It opens doors for those who can't easily visit a branch—whether due to factors like mobility, geography, or time constraints. It removes barriers by offering materials in multiple languages, formats, and reading levels. And it strengthens communities by ensuring equitable access to knowledge, culture, and joy.

It's the spark of curiosity in a child discovering their first audiobook. With just a tap, a child can be transported to magical worlds, guided by expressive narrators who bring stories to life. For reluctant readers—or those with learning differences—audiobooks can be a game-changer, igniting a lifelong love of reading.

It's the spark of joy in a grandparent revisiting a favorite song from decades ago. Digital collections aren't just for the young—they're for everyone. Sharing music, movies, and memoirs with family members can help older adults connect with younger generations and relive cherished memories, bringing them comfort, nostalgia, and even cognitive benefits.

It's the spark of connection in a family gathered around a movie on a quiet evening. In a world that often pulls us in different directions, digital borrowing can bring people together. A family movie night, a shared audiobook on a road trip, or a bedtime story read from a tablet…these moments matter.

The emergence of digital media has given libraries the opportunity to serve patrons in new and relevant ways. By offering immediate access to a diverse and readily available digital collection with little to no wait time, libraries are attracting more patrons and increasing overall engagement.

However, this approach requires a shift in mindset, recognizing that the value lies in the ability to meet patrons' needs promptly and efficiently. Libraries that adopt flexible, user-centric models will be better equipped to thrive in the digital age.

Start thinking differently. Join the conversation, visit us at https://library.hoopladigital.com/hoopla-hub/.

The Hoopla Hub is a dedicated space for librarians seeking insights and updates on Hoopla's evolving catalog and resources. Here, librarians can explore articles about new content additions, BingePass releases, seasonal collections, and platform features designed to enhance user experience. With regular updates, the Hoopla Hub ensures librarians stay informed on the latest offerings, empowering them to recommend engaging, relevant content to their communities.

A key focus of the Hoopla Hub is helping libraries manage budgets while maximizing digital access. You'll find valuable tools and strategies for cost management, ensuring libraries can provide extensive digital content without overspending.

Visit the Hoopla Hub often and discover strategies for driving engagement, promoting new releases on social media to creating in-library displays and newsletters. By providing resources to effectively manage budgets and promote digital assets, the Hoopla Hub empowers libraries to enhance their services, elevate patron experiences, and meet the growing demand for accessible, quality digital content.

Accessibility

We are committed to making the Hoopla service accessible for everyone, including those with disabilities such as visual, hearing, motor, or cognitive impairments. While it can be a challenge to overcome some of the design and development obstacles that our unique digital service faces within the industry, we continue to embrace this as an opportunity to meet the needs of this segment of the communities our libraries serve.

We have adopted as a best practice to continue efforts toward meeting the WCAG 2.0 AA level of accessibility compliance standards. These standards exceed the current accessibility requirements of Section 508 of the Federal Rehab Act and will be compliant with WCAG 2.1 AA level with the April 2026 Federal Requirements.

In addition to WCAG, we endeavor not only to comply with the closed captioning requirements defined within the FCC Twenty-First Century Communications and Video Accessibility Act (CVAA), but also to ensure all video content has closed captions or subtitles. The support of closed captioning is another integrated company best practice commitment for us because it enables libraries to better serve members with disabilities.

Addressing the access needs of members with disabilities and ensuring their access to available digital content is important to us. As a company, we are committed to continuously improving the digital library and media services for all our members.

Several features that best support the diverse needs of members include, but are not limited to, the following:

- Quick-changing landscape view
- Highlight and notes feature, perfect for students and book discussion groups

- Innovative vertical scrolling mode lets the user can take a break from page-swiping
- Enhanced search with added context helps the user find just what they are looking for
- Expanded formatting options, including more text styling, fonts (including dyslexic font), page colors, and page-formatting options
- Speedy page scrolling
- Sleep timer
- Playback speeds from .5 to 4

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

Midwest Tape has provided the Hoopla Service Agreement within our response as Attachment B.

Product Features

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

Built exclusively for public libraries and their patrons, Hoopla is the only platform that combines all formats and all license models into one convenient app with no platform fees. Offering audiobooks, eBooks, comics and manga, music, movies, TV, and more with BingePass, Hoopla is your complete digital collection.

Hoopla Instant is the revolutionary pay per use model that Hoopla brought to libraries in 2013. Patrons have access to a comprehensive collection that offers an extensive amount of content that is easily managed by the library.

• More than 2 million titles that span every interest and lifestyle
• Powerful tools help you manage your budget and tailor policies that meet the needs of your community
• Titles are always available with no holds, no waiting, and no late fees
• Pay only for what your patrons borrow

Hoopla Flex allows libraries to customize their collections with the newest and hottest one copy/one user eBooks and audiobooks, complementing the back catalog and niche titles provided by Hoopla Instant.

• Time-metered, usage-metered, and perpetual licenses
• Unmatched reporting, tools, and settings with a single point of control to minimize patron frustration, holds, and waitlists
• Digital myCARTS to help you keep your collection current
• No fees to transfer your existing one copy/one user catalog

While Hoopla Instant and Hoopla Flex can operate separately, the true advantages of each are unlocked when they are used together. Hoopla Flex metered licenses can bridge the gap to Hoopla Instant availability, while the unique Holds Relief functionality reduces the need for additional one copy/one user licenses. Both strategies help maximize your budget and lead to a greater ROI.

Our team prides itself on setting the standard for library support. From the onboarding process to day-to-day management support to incorporating feedback for future enhancements, we view libraries as our partners. We know the needs of each library are just as unique as the communities they serve, which is why we customize every touchpoint to your library's needs and provide you with an assigned support team that is always ready to assist.

One app. So many solutions.

That's why Hoopla stands out—not just as a content provider, but as a comprehensive platform that simplifies access, management, and engagement. With one app offering so many solutions, Hoopla is redefining what it means to serve patrons effectively and efficiently.

Hoopla's all-in-one service brings together a wide range of digital formats—audiobooks, eBooks, comics and manga, music, movies, TV shows, and more—into a single user-friendly app. Patrons love the convenience of browsing and borrowing across formats without switching platforms or dealing with long wait times.

But the benefits go far beyond patron satisfaction.

For libraries, Hoopla offers a powerful backend that helps staff make smarter decisions and maximize resources. Its advanced reporting tools and flexible access models empower libraries to think differently about digital lending.

Smarter Management, Better Outcomes

With Hoopla, libraries can easily balance metered access with pay per use models, giving them the flexibility to tailor their approach based on budget, demand, and community priorities. This means less guesswork and more control over how content is consumed.

Libraries also gain valuable insights into community needs through Hoopla's robust analytics. From tracking usage trends to identifying popular genres, these tools help libraries stay responsive and relevant. Whether you're serving a large urban population or a small rural community, Hoopla makes it easier to understand what your patrons want—and deliver it.

One of the biggest frustrations for patrons is long wait times stemming from excessive holds. Hoopla's model helps reduce holds significantly by offering instant access to thousands of titles. This not only improves the user experience but also encourages more frequent engagement with library resources.

Additionally, Hoopla helps libraries achieve full license utilization. Instead of unused content sitting idle, every license can be optimized to ensure it's reaching the right audience. This translates to better ROI and more meaningful use of digital collections.

Hoopla helps libraries get the most out of every dollar. Its flexible pricing and usage models allow libraries to scale services based on actual demand, avoiding overspending while still meeting community expectations. Whether you're planning for the fiscal year or adjusting midstream, Hoopla's data-driven approach supports smarter financial decisions.

Training and Support

• Dedicated Hoopla success managers to provide custom support
• Comprehensive onboarding with key members of your team to set you up for success
• Resource Center with digital campaign assets to help you get the word out
• Access to best practices and programming ideas to inspire patron engagement

Hoopla isn't just a digital content provider; it's a strategic partner for libraries looking to streamline operations, enhance patron engagement, and make data-driven decisions.

With everything in one place, Hoopla simplifies the complex and empowers libraries to make the best decisions for their digital collections.

4.2 The search capabilities of the product or service

Hoopla's robust search tools and browsing capabilities make content discovery engaging for all users.

Hoopla's comprehensive search feature allows staff and patrons to quickly and reliably find desired content by searching a title, author, publisher, label, studio, subject, genre, publication date, format, and more. Users can organize their search results by subject, title, author, actor, artist, or studio.

Additionally, the Hoopla platform allows users to browse by media type, genre, and a variety of curated collections.

Midwest Tape has a dedicated team ensuring Hoopla titles can be easily found in a library catalog and that the patron experience from interest to borrow is a smooth and enjoyable one. When we see an opportunity to improve patron discovery, we build a case and bring it to our integration partners for discussion.

Additionally, Midwest Tape has a team focused on reviewing our metadata, making improvements and updates, and working with publishers to confirm accuracy and comprehensiveness.

Every title on Hoopla features a robust synopsis including artwork, title availability (Flex vs Instant), title summary, reviews, ratings, page count (eBooks), hours (audiobooks), publisher, published year, and multiple hyperlinks to collections of similar genre, author, artists and series.

Patrons can easily view our collections—including those focused on recommended, featured, and popular titles—on the main format page of both the app and web browser. Scrolling feature panels (carousels) provide information about special collections that can be accessed to reveal all titles associated with the panel.

Not only does Hoopla allow your staff to build custom collections for its patrons, but it also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the best content in their area of interest or discover new areas of interest.

Developed to enable users to quickly locate a variety of titles, Hoopla's robust search tool feature allows users to organize their search results by media type, subject, title, artist, author, publisher, or studio, offering a quick, reliable means for searching and borrowing one of Hoopla's millions of titles.

Additionally, Hoopla recommends genres and titles to patrons based on the titles they borrow. The patron can adjust their experience by setting their recommendations in the *Edit your Recommendations Setting* tool on the Hoopla website. Once there, the patron selects genres they are interested in. They can further customize by favorite authors or series. Audiobook preview options are on our future Hoopla development road map.

A seamless patron experience from discovery to reading. Our customers and patrons share their feedback regarding the Hoopla experience and our sales and support team are always listening. That information is then passed over to our product management team to encourage improvements.

4.3 The lending model and access methods of the product

Hoopla separates its content into the following formats:

- Audiobooks
- eBooks
- Comics and manga
- Music
- Movies
- TV shows
- BingePass, which provides unlimited access to entire streaming collections and platforms for seven days. The BingePass lineup itself is made up of several different formats, including digital magazines, movies, puzzles, comics, podcasts, eBooks, documentaries, video courses, and more.

With features like single login, a common interface, and dynamic search, Hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.

After registering, patrons download the free Hoopla mobile app from the Google Play Store, Apple App Store, or the Amazon Appstore, then log in using their email address and password. The app keeps users logged in, eliminating the need to repeat this process.

PC users can directly access the platform at HooplaDigital.com.

hoopla also offers the ability to play video and audio on many smart TVs, including Apple TV, Android TV, Fire TV, Roku, Samsung TV, LG TV, and Chromecast, and provides audio compatibility with Apple CarPlay and Android Auto.

While it is recommended to use the latest versions of both the device operating system and the Hoopla app, the app is compatible with:

- iOS 16 and above
- Android 7.1 and above
- Apple TV 4th and 5th gen devices, and AirPlay on 2nd, 3rd, 4th, and 5th gen devices
- All Android TVs
- Fire OS 6 and above
- Roku devices running 7.8 and above
- Casting to 1st and 2nd gen Chromecasts, including Chromecast Ultra and smart TVs with Chromecast built in

The following circulation periods begin from the time the patron borrows the title:

- Audiobooks, eBooks, comics, and manga: 21 days
- Movies and TV shows: 48-72 hours (2-3 days)
- Music and BingePass: 7 days

The user has the option to stream the content or, in some cases, download it into the app for easy viewing and listening without an internet connection or the use of data. Like physical circulation at a library, a patron cannot keep any item—Hoopla will automatically return each item upon its expiration date (regardless of download status).

As the publishing industry evolves, there isn’t a one-size-fits all solution for licensing digital content in libraries. However, our side-by-side collection development tools allow the library to select the licensing model they believe will drive the most value for their community, whether it's a metered or perpetual use one copy/one user Hoopla Flex eBook, or an always-available simultaneous-use Hoopla Instant transactional title with no upfront investment. We give librarians the tools to build the collection that's best for their library and their patrons.

We add new content to the Hoopla Instant service daily, without your staff having to manage the collections. We provide your library with tools to manage the Instant catalog; librarians can review and suppress any title they choose not to offer.

Our collection development team curates banner carousel collections of featured, popular, and trending titles for ease of browsing.

Your library staff has access to additional collection options through our administrative eCommerce website, including pre-designed Hoopla collections and library-generated private collections.

Our pre-designed collections, curated by our content team, address some of today's most timely and topical subjects such as social injustice, at-home learning, holidays, and summer reading. Private collections are collections created and maintained by the library; these can include anything from titles of local interest to seasonal titles to other content you wish to promote to your patrons. These collections can be turned on and off at your convenience.

Hoopla empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the most relevant content in their area of interest or discover new areas of interest. However, our team can support any specialized collection development needs with our free collection development services.

Digital myCARTS help save time while ensuring your library never misses an important Hoopla Flex audiobook or eBook title. This program automates cart creation using your library's pre-defined curation criteria, as well as patron demand from holds, requests, and checkouts. Titles are placed in a cart that can be reviewed or in an order that is submitted automatically. The library can set the frequency, spending limits, and approval processes of the cart generation, all of which can be updated at any time.

Value of Digital myCARTS:

- Saves time and makes selector's jobs easier
- Builds a cart based on pre-defined curation criteria, eliminating the need for extensive searching
- Ensures that selectors catch the latest releases
- Recommends children's content
- Reminds selectors of newly available content
- No commitment to purchase

The six Digital myCARTS include:

- **Patron Request Acquisition:** Carts based on patron demand for titles. The parameters are derived from patrons actively requesting titles for which the library does not own a license (and never has).
- **Expiring Meters for Flex Titles:** Carts that include titles with currently owned licenses on which patron demand or time has almost depleted. These carts include titles with licenses that are nearing expiration to keep enough current licenses to meet patron demand.
- **Hold Relief:** Carts are based on high-demand popular titles, on which the library already owns at least one license. These carts can be used to reduce hold times on popular titles by purchasing additional copies of those titles.
- **Standing Orders:** List-based carts with the same functionality as physical myCARTS. Carts may be fully automated, and include curated content, such as New York Times Best Sellers, Best-Selling Authors, or other Hoopla collections.
- **Zombie Holds:** Patrons may have holds on a title with a license that expires before they are able to borrow it—these holds turn into zombie holds. These carts are based on patron demand for a title that the library had previously purchased, but that has an expired license.
- **Saved Search:** Carts that collect the output of a saved search. Libraries can create a custom search, save it, and then start a new Digital myCART using the search.

Other special collections on Hoopla include:

Hoopla Reading Challenge: With a different seasonal theme each month, the Hoopla Reading Challenge encourages patrons to read or listen to one book (or more) from each of the lists within the given month. The lists feature Hoopla Instant titles so there are never holds or late fees—just instant access to the title of the patron's choice.

Bonus Borrows: During the last seven days of each month, we offer the Hoopla Bonus Borrows program, featuring a collection of Hoopla Instant titles offered at NO cost to the library and does not count toward the patron's monthly borrows.

4.4 Reporting tools available to BCLS staff to measure usage

The Hoopla dashboard was created by the librarian, for the librarian, offering an in-depth, fully customizable look at user trends, how materials are borrowed, and data reflecting the library's own Hoopla offering. It is linked directly to the Midwest Tape eCommerce site; once logged in, your staff has access to five tabs (Reports, Financial, Titles, Collections, and Settings).

The dashboard helps your staff find the data that is important, with reports including, but not limited to. *New Patron Reporting, Patron Borrowing Report, Patrons and Borrows Report, Overall Circulations Report, Circulations by Format, Circulations by Category, Trending Titles, Unique Titles Borrowed, Instant*

Budget Summary, Budget Cap Blocks, Patron Finder, Blocked Titles Report and Invoices/Statements.

The reporting tools are the most used and praised area of the website. They allow the library to be in control and see its value to their communities. This information is updated in real time for the most accurate picture of your budget right at your fingertips. A multitude of reports can be created on our site and can be exported to Excel. More detailed, specialized reports can be provided by contacting your Hoopla coordinator at any time, including an annual analysis of your library's Hoopla performance and budget projections.

All the data you need, all in one place

Hoopla can help you make data-driven decisions that improve the patron experience, optimize your budgets, and strengthen your collections. Hoopla's powerful tools deliver a clear picture of patron activity, registration patterns, community needs, and much more—perfect for end-of-year reporting. Watch the easy-to-follow instructional video on our blog to learn more about how Hoopla makes reporting easy: https://vimeo.com/1140421158/fd46869a2d?fl=pl&fe=cm

Advanced reporting: All Registered Patron Report

Get a comprehensive view of your library's registered Hoopla patrons and track how many new patrons have registered in the past 30, 60, or 90 days, whether they've borrowed content, and which titles were most popular in the last 30 days across all users. These insights can help you identify and re-engage inactive patrons through targeted marketing efforts. Dig deeper with key data including library card number, email address, registration date, last borrow date, favorite format, and all-time borrow activity, all broken down by Instant, Flex, and total borrows.

In Summary - As a trusted partner and provider of physical materials to public libraries for 36 years, the company knows first-hand what librarians and their patrons want and *how* they want it – recognizing the new demands created by the shift to digital. Hoopla Digital is a direct reflection of this seasoned experience and knowledge and has evolved into a mobile centric service built to meet the needs of the modern library patron.

We continue to stand committed to our mission of empowering the evolution of public libraries, innovating the power of experience, and arming patrons with cutting-edge, reliable mobile and online access to dynamic digital content maintaining a library's budget.

We welcome any feedback, questions, discussion on pricing or provide hands-on access to our innovative digital platform during your evaluation by contacting the following staff members:

Jody Younkers, Account Executive
800-875-2785
jyounkers@midwesttapes.com

Myanna Evans-Allmon, hoopla Coordinator
800-875-2785
mevans-allmon@midwesttapes.com

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.)***

(Vendor to insert exceptions here)

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: Fort Bend County Libraries

   Address: 1003 Golfview Drive Richmond, TX 77469

   Contact Name: Elizabeth Meyers (Electronic Resources Librarian) elizabeth.meyers@fortbendcountytx.gov

   Phone Number: Elizabeth Myers (281) 633-4746

   $ amount of project / contract: Approximately $200,000 annually on digital content.

   Contract / Project dates: Fort Bend Library went live with our Hoopla service in February of 2015. They serve a population of over 750,000 and offer their patrons 5 borrows per month. They offer all digital formats provided within the platform.

2. Name of government or agency: El Paso Public Library

   Address: 501 N Oregon St., El Paso, TX 79901

   Contact Name: Leslie Guinto (Collection Development Manager) guintolk@elpasotexas.gov

   Phone Number: 915) 212-3250

   $ amount of project / contract: Approximately $35,000 annually on digital content.

   Contract / Project dates: El Paso Public Library went live with our Hoopla service in September of 2018. They serve a population of over 650,000 and offer their patrons 10 borrows per month.

3. Name of government or agency: York County Library

   Address: 138 E. Black Street; P.O. Box 10032; Rock Hill, SC 29731

   Contact Name: Donna Andrews, Reference Services Manager

   Phone Number: 803-981-5844; donna.andrews@yclibrary.org

   $ amount of project / contract: $393,000 Instant collection; $41,000 OCOU collection

   Contract / Project dates: York County Library has been a hoopla partner since April of 2019 and went live with our OCOU Flex content in 2021. They offer their patrons all formats with 8 borrows per patron per month.

4. Name of government or agency: Dallas Public Library

   Address: 1515 Young St., Dallas, TX 75201

   Contact Name: Andrew Wright, Administrator Technical Services

   Phone Number: 214-671-9269; andrew.wright1@dallascityhall.com

   $ amount of project / contract: Approximately $400,000 annually on digital content.

   Contract / Project dates: Dallas Public Library went live with our Hoopla service in March of 2016. They serve a population of over 1.2 million and offer their patrons all digital formats with 8 borrows per patron, per month.

5. Name of government or agency: Pioneer Library System

Address: 300 Norman Center Court; Norman, OK 73072

Contact Name: Lisa Wells, Executive Director

Phone Number: 405-801-4502; lwells@pioneerlibrarysystem.org

$ amount of project / contract: $400,000 to $600,000 + on digital content annually

Contract / Project dates: Pioneer Library System serves a population of nearly 400,000. They began offering hoopla to their patrons in October of 2018. They provide all digital formats to their patrons allowing 8 borrows per patron per month.

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.

Midwest Tape, LLC

LEGAL NAME OF CONTRACTING COMPANY

800-875-2785	800-444-6645
TELEPHONE NUMBER	**FACSIMILE NUMBER**
Sue Bascuk	Sue Bascuk, Vice President
SIGNATURE	**NAME AND TITLE PRINTED**

*Addendum approved by:

Susan Serrano

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.

Midwest Tape, LLC

LEGAL NAME OF CONTRACTING COMPANY

800-875-2785	800-444-6645
TELEPHONE NUMBER	**FACSIMILE NUMBER**
[signature]	Sue Bascuk, Vice President
SIGNATURE	**NAME AND TITLE PRINTED**

*Addendum approved by:

[signature]

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

02/26/2026
Date

BRAZORIA COUNTY
ADDENDUM NUMBER 3

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

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

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

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

2. The following questions have been submitted for clarification:

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

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

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

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

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

   a. Would Brazoria County be willing to accept this format (in-line response to section 3.0 and 4.0 as a separate appendix in Exhibit B), and specify any page limit restrictions?

   b. Alternatively, and in-line with Addendum #2, we can respond to sections 3.0 and 4.0 under the Additional Company Information section of Exhibit B, if Brazoria County is willing to extend the 10-page limit, or make this section unlimited? Please advise."

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

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

   a. Can Brazoria County please clarify if these additional attachments are acceptable to include with our response to Exhibit B?

   b. Further, can you please confirm that the Cover Letter and Executive Summary would not count towards any page limit restrictions, and let us know what page restrictions you might have for our Product Descriptions?

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

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

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

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

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

Midwest Tape, LLC
LEGAL NAME OF CONTRACTING COMPANY

800-875-2785	800-444-6645
TELEPHONE NUMBER	**FACSIMILE NUMBER**
Sue Bascuk	Sue Bascuk, Vice President
SIGNATURE	**NAME AND TITLE PRINTED**

*Addendum approved by:

Susan Serrano

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.

Midwest Tape, LLC

LEGAL NAME OF CONTRACTING COMPANY

800-875-2785	800-444-6645
TELEPHONE NUMBER	**FACSIMILE NUMBER**
(signature)	Sue Bascuk, Vice President
SIGNATURE	**NAME AND TITLE PRINTED**

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

03/05/2026
Date

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement ("Agreement") is made as of this ____ day of _______________, 20___ ("Effective Date") by and between ______________________________ (the "Library"), and Midwest Tape, LLC.

WHEREAS, Midwest Tape's hoopla Digital Media Platform ("hoopla," the "Platform," or the "hoopla Platform") allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user's library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users ("Patrons");

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

1. **DEFINITIONS**. The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

1.1 **"Digital Media Platform"** means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

1.2 **"Digital Titles"** means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

1.3 **"Flex Borrow"** or **"Flex Circulation"** means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user ("OCOU") license owned or controlled by the Library.

1.4 **"Flex License"** means a one-copy/one user license ("OCOU License"), as set forth in the attached Appendix 2.

1.5 **"hoopla Application"** means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

1.6 **"hoopla Website"** means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 "Instant Borrow" or **"Instant Circulation"** means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a "Binge Pass") pursuant to a pay-per-use ("PPU") license that is paid for by the Library.

1.8 "Instant License" means a pay-per-use license ("PPU License"), as set forth in the attached Appendix 2.

1.9 "Intellectual Property Rights" means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 "Library Administration Website" means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 "Library Online Catalog" means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 "Marks" means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 "Midwest Tape" means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 "Pre-Owned Content" has the meaning set forth in Appendix 2.

1.15 "Service Partners" means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 "Title Summary and Promotional Data" means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 "Vendor" means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library RIGHTS & OBLIGATIONS.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (*e.g.*, limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance.

3.2 **Reporting.** Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 **Taxes.** The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 **Term.** The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a "Renewal Term"), unless either Party has provided written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

4.2 **Termination.** This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 **The hoopla Platform.** During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 **Ownership of Vendors' Intellectual Property.** Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its parents, subsidiaries, and Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.5 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:	*To Library:*
Midwest Tape, LLC:	
1417 Timberwolf Dr.	
Holland, Ohio 43528	
info@midwesttapes.com	
1 (800) 875-2785	

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED	ACCEPTED AND AGREED
(TYPE LIBRARY NAME)	MIDWEST TAPE, LLC
By: ____________________	By: ____________________
Print Name: ____________________	Print Name: ____________________
Print Title: ____________________	Print Title: ____________________
Date Signed: ____________________	Date Signed: ____________________

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An **Instant Title** is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via **PPU Circulations**, otherwise referred to as **Instant Borrows**, each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (*e.g.*, a "Binge Pass", described below), for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one **Instant License** to authorize that particular borrow. A "**Binge Pass**" is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A **Flex Title** is only available to one user at a time, via a digital **OCOU Circulation**, otherwise referred to as a **Flex Borrow**. If the Library has an available **Flex License** to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
Payment obligations	A **PPU-Circulation Fee** is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

	Instant Borrows	Flex Borrows
(continued)	the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (**Pre-Owned Content**), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

Appendix 3

Procedure for Pre-Owned Content ("POC")

1. Library to provide inventory of POC.

Promptly on or after the Effective Date, Library shall provide to Midwest Tape a written inventory of Pre-Owned Content (if any) that the Library has obtained prior to the Effective Date or otherwise outside the scope of this Agreement.

2. Format of inventory and additional information regarding POC.

The written inventory shall be provided in table format as set forth in Part 1 of Schedule 1, or in another mutually agreeable format, and shall include the following information, for each license comprising Library's Pre-Owned Content:

(1) the title, format (eBook or Audiobook), author(s), street date, publisher, ISBN number;

(2) the date of purchase of the license, and the license type (*e.g.*, Perpetual license, Limited Borrows license, Limited Time Period license, Limited Borrows & Time Period license);

(3) the rights that Library has to that copy of the work, including the term and expiration date (if any) of the license and any other metering or other limitations on the term of the license (*e.g.*, borrow limit), including the amount of time and/or number of borrows already used, as well as number of borrows remaining available, for the license as of the date of transfer; and

(4) the name and contact information of the company or other entity from which Library obtained the license (or, if the Library owns the copyright in a work, a statement identifying Library's ownership of such work).

Library agrees to work in good faith to effectuate the assignment and transfer of Library's rights in such Pre-Owned Content to Midwest Tape, including, but not limited to notifying the owner and/or licensor of such Pre-Owned Content when the content is transferred. Upon request, Library also shall provide Midwest Tape with copies of any licenses, purchase orders, agreements, or any other documents reflecting Library's purchase or license of any Pre-Owned Content.

Warranty by Library regarding POC Rights: Library represents and warrants that it owns the rights and licenses in and to the Pre-Owned Content set forth in Schedule 1 to Appendix 3, and that unless specifically stated in the Schedule, Library is authorized to assign or otherwise transfer such Pre-Owned Content to Midwest Tape as provided for under the terms of this Agreement.

3. Assignment by Library of Rights in POC

As set forth on Schedule 1 to this Appendix 3, to the extent that Library has licensed any Pre-Owned Content, Library assigns and transfers its rights in or to such Pre-Owned Content to Midwest Tape for the purpose of allowing Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the hoopla Platform. Similarly, if and to the extent that Library owns the copyright to any content that may be made available to Patrons via the Digital Media Platform, Library hereby grants Midwest Tape a fully paid, royalty-free license to include such content in the Digital Media Platform and to make such content available via the Digital Media Platform without charge, and Library represents and warrants that such content does not infringe the copyright, trademark, or other rights of any third party. To the extent that Library cannot assign or otherwise transfer its rights in or to any Pre-Owned Content to Midwest Tape, Library grants Midwest Tape the exclusive right to negotiate with the owner and/or licensor of such Pre-Owned Content on Library's behalf, to obtain an assignment, transfer, license or any other rights necessary to allow Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the Digital Media Platform.

4. Efforts to include POC on the hoopla Platform to the extent possible.

Upon receipt of the Library's inventory of Pre-Owned Content, Midwest Tape will work to assess the extent to which it can include some or all of the Pre-Owned Content via the Platform. Library acknowledges and agrees that: (i) Midwest Tape's ability to offer Pre-Owned Content on the Platform depends upon factors outside of Midwest Tape's control, including without limitation the scope and assignability of the Pre-Owned Content; and (ii) Midwest Tape does not represent or warrant that any or all Pre-Owned Content can or will be made available through the Platform. If Midwest Tape determines, in its sole discretion, that any Pre-Owned Content may be made available to Library's Patrons on the Platform, Midwest Tape will arrange to provide such Pre-Owned Content subject to the terms and conditions set forth in Library's existing licenses for such Pre-Owned Content or on such other terms and conditions that Midwest Tape may obtain from the owner of such Pre-Owned Content.

Schedule 1 to Appendix 3 of hoopla® Digital Media Agreement

Certified List of Pre-Owned Content to be Transferred to Midwest Tape

Part 1 – List Format: ***Library to provide a table, in Excel or CSV format, listing each OCOU License to be transferred to Midwest Tape as Pre-Owned Content. The table shall include the fields shown below:***

Field
Library Name
Book Title
Format (eBook, Audiobook)
Edition
Series Name (if applicable)
Author/Creator 1
Author/Creator 2 (if applicable)
Street Date
Publisher
Vendor
Vendor Content ID
ISBN
Bib ID
License Number
Date Purchased
License Type: (Perpetual; Limited Borrows; Limited Time Period; Limited Borrows & Time Period)
License Period Start date (if applicable)
License Period Expiration Date (if applicable)
Borrows Permitted (if applicable)
Borrows Used (if applicable)
Borrows Remaining (if applicable)

Part 2 – Delivery of List: ***Library to complete the table below prior to email delivery of list to Midwest Tape:***

Filename:	*exact filename, including file extension (.xlsx, .csv)*
Sent From:	*sender's name & email*
To:	**[designate email address for receipt of POC Lists]**
Date & Time:	*use format: February 22, 2022 at approximately 2:22 PM*

Part 3 – Certification: ***To be completed and signed by an authorized representative of Library. Attach a copy of this completed and signed Schedule 1 to the email noted in Part 2, above:***

The list provided as set forth above is, as of the date set forth below, a complete and accurate account of the Library's Pre-Owned Content as defined herein. With respect to Pre-Owned Content provided here or subsequently added by mutual written consent of the Parties, the Library hereby assigns and transfers to Midwest Tape any and all rights, title, and interests in the licenses necessary in order to enable Midwest Tape to make the Pre-Owned Content available to the Library's Patrons via the hoopla Platform, including as set forth in Section 2 and/or Appendix 3 of the Agreement. The undersigned certifies that they are a representative of the Library and duly authorized to make the foregoing representations on its behalf.

Signature: ______________________________ Title: ______________________________

Print Name: ______________________________ Date: ______________________________

Library Name: ____

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

BRAZORIA COUNTY
REQUEST FOR PROPOSAL COVER SHEET

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

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

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

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

***PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER "IMPORTANT EVENTS". BONFIRE LINK:**
https://brazoriacounty.bonfirehub.com/portal/?tab=login

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

PREFERRED METHOD IS USING THE "BONFIRE" ELECTRONIC BIDDING PLATFORM.
USE LINK, https://brazoriacounty.bonfirehub.com/portal/?tab=login,
CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:
THE PHYSICAL ADDRESS FOR COURIERS, HAND DELIVERIES AND THE US POSTAL SERVICE IS:

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

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

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

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

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

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

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

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

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

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

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

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

Published Dates:

Wednesday, February 11, 2026
Wednesday, February 18, 2026

BRAZORIA COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

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

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #26-07 E-CONTENT MATERIAL(RESOURCES) FOR THE LIBRARY as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor’s response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

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

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this __________day of ______________________2026.

By:____
County Judge Signature

By:____
Printed Name

By:____
Signature of Vendor

By:____
Printed Name and Title

SIGNATURE REQUIRED BY VENDOR UPON AWARD

REQUEST FOR PROPOSAL
TABLE OF CONTENTS

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

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

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

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

EXHIBIT A – REQUIRED DOCUMENTS

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

EXHIBIT B – VENDOR'S RESPONSE

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

Attachments to the RFP:
- Exhibit A – Required Documents
- Exhibit B – Vendor's Response
- Attachment A – Bid Table

BRAZORIA COUNTY
SPECIFICATIONS / SCOPE OF WORK

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

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

1.0 SCOPE

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

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

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

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

2.0 E-CONTENT AND DATABASE SERVICES

2.1 E-content delivery platforms

2.1.1 Solution that allows borrowing of a range of electronic materials, including ebooks, audiobooks, movies, music, images, television, comics, newspapers, and/ magazines or journals.

2.1.2 Vendors may provide the discovery platform that can be loaded with content previously purchased by the library or may provide a platform that contains a broad selection of titles that meet the needs of library patrons.

2.2 E-content delivery subscriptions

2.2.1 Subscriptions solution that allows borrowing of a range of electronic materials, including ebooks, audio books, movies, music, images, television, comics, newspapers, and/ magazines or journals.

2.3 E-content available for license or purchase

2.3.1 Solution that allows the library to purchase licensed electronic material or education content, including books, audiobooks, movies, music, images, television, comics, newspapers, and/or magazines that can be loaded onto a discovery platform supported by the library system.

2.4 Database and online learning services

2.4.1 Subscriptions or licensing solutions for BCLS to offer online database and online learning resources which support patron research and homework needs in high demand subject areas, including, but not limited to arts & crafts, business information, career resources, genealogy research, homework help & reference, investment, language learning, literature and publishing.

2.5 Analytics Services

2.5.1 Vendors shall provide robust analytics and reporting tools that enable the Brazoria County Library System (BCLS) to evaluate the usage, performance, and value of library materials. These tools should support data driven decision-making and help BCLS optimize its collections and better meet community needs.

2.6 Database and Holdings Subscription

2.6.1 Vendors may propose access to bibliographic databases, holdings subscriptions, and/or cataloging tools that support the Brazoria County Library System (BCLS) in maintaining accurate, comprehensive, and up-to-date catalog records.

3.0 DELIVERY MODEL AND COST

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

3.1 Service Delivery Model (Exhibit B)
- 3.1.1 Method for patron authentication
- 3.1.2 Description of how products are suitable for libraries

3.2 License Terms and Conditions or Agreements, if applicable (Exhibit B)

3.3 Cost Proposal: Itemized pricing for platform use and any one-time setup costs including the following.
- 3.3.1 Annual pricing and all applicable hosting fees or platform fees (Attachment A – Bid Table)
- 3.3.2 Basis for price (cardholder, population, etc.) including a separate attachment if needed (Exhibit B)
- 3.3.3 Pricing schedule for individual content or services, including discounts if available (Exhibit B)
- 3.3.4 Value-added services provided to the library as a purchaser or subscriber, including optional features, products, or services (Exhibit B)
- 3.3.5 Any added fees for training, end-user documentation, MARC records, metadata records, service upgrades, or enhancements (Attachment A Bid Table)

3.4 Vendor Experience and Capacity in Supporting Delivery of Service including the following. (Exhibit B)
- 3.4.1 Brief history of company/vendor, including years in business
- 3.4.2 Security and stability of service

4.0 PRODUCT FEATURES

Please provide information on the following in Exhibit B.

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

5.0 PRICING VALIDITY PERIOD

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

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

BRAZORIA COUNTY
INSTRUCTIONS TO RESPONDENTS

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

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

1.0 THE CONTRACT:

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

2.0 PROJECT DESCRIPTION

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

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

Step One –	
Publicly advertised (1st Notice)	Wednesday, February 11, 2026
Publicly advertised (2nd Notice)	Wednesday, February 18, 2026
Deadline for Questions (Clarifications) Submitted	Friday, March 06, 2026
Deadline for Addendum to be posted in Bonfire	Monday, March 16, 2026
Response Open/Due date by 11:00 a.m. C.S.T.	**Tuesday, March 24, 2026**
Step Two – Interviews (*if applicable to project*)	TBD
Interviews with short-listed candidates	
Selection committee recommendation	
Negotiations (*if applicable to project*)	TBD
Enter into negotiations with highest ranked firm	
Award - Contract approval by Commissioner's Court	Tuesday, May 12, 2026

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

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

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

5.0 PRE-OFFER MEETING

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

6.0 PROPOSAL REQUIREMENTS

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

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

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

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

If submitting an RFP Hard Copy Document Submission

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

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

7.0 CONTRACT AWARD / EVALUATION PROCESS

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

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

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

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

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

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

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

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

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

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

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

Bonus Scoring (15 point scale)

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

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

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

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

9.0 CONTRACT TERM

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

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

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

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

10.0 PROJECT MANAGER

Jennifer Hill, Brazoria County Library System

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

11.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

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

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

12.0 INSURANCE REQUIREMENTS

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

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

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

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

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

WAIVER OF SUBROGATION:

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

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance. The certificate holder shall be as follows:
Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

13.0 PAYMENTS TO VENDOR

13.1 Purchase Orders:

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

13.2 Invoices or Pay Applications:

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

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

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

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

13.3 Pricing:

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

14.0 DISADVANTAGED BUSINESSES

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

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

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

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

15.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

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

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

16.0 AWARD LETTER

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

17.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM
Texas Local Government Code Chapter 176 can be found here: http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm

Questionnaire Form CIQ is included in this bid/offer.

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

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

18.0 CERTIFICATE OF INTERESTED PARTIES

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

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

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://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

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

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

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

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) the governing body has legal authority to delegate to its staff the authority to execute the contract

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

(a) “Contract” means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.

(b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) “Controlling interest“ means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

(d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

(f) “Signed” includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.

(g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

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

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

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

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

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

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

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

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

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

§ 46.5. Disclosure of Interested Parties Form

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

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

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

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

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

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

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

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

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

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

Boycott Verification

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

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

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

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

__________________ DATE

______________________________________ SIGNATURE OF COMPANY REPRESENTATIVE

BRAZORIA COUNTY
RETURN LABEL

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

SEALED REQUEST FOR PROPOSAL (RFP)

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*****