

### **DOCUMENT REVIEW REQUEST**

In an effort to ensure that all contracts, leases, and agreements are processed for signature in an efficient and timely manner, please complete the information below, check all that apply, and provide a copy of this checklist along with the document(s) being submitted for review.

### Please submit requests for review to City Attorney:

banderle@toase.com, kbass@toase.com, and legalreview@nrhtx.com

zania on o @ c	bandono@todoot.com, Nbaco@todoot.com, and togaliconton@timblicom					
CONTRACT / LEASE / AGREEMENT:						
Vendor / Other Party Name:	Baker & Taylor	, LLC.	Department:Library			
Description of Purchase:	collection mate	erials				
Description of each document submitted for signature:						
1) Appendix H, TX SMART Buy contract 715-M2						
2) Contract Item listing,	extension letter,	, Notice of Av	vard, 1295			
	Is this product/service being procured through a cooperative agreement or an agreement executed by another entity ("piggy-back")?   X Yes No. If yes, please describe the cooperative agreement below and provide a copy for review.					
Description of Cooperative Agre	eement: TX SMA	RT Buy cont	ract 715-M2			
Proposed Term of the Contract	: 11/1/202	24-09/30/202	5			
Anticipated Contract Amount:	\$160,00	0.00				
Requested date for Council Act	ion: <u>Decemb</u>	per 9th, 2024				
<b>N/A</b> - No Coun	cil action require	ed; contract le	ess than \$50,000			
Amendment - If the document to be reviewed is an amendment, please include a copy of the original contract and all previous amendments.						
x Exhibits - please attach all exhibits to the contract and ensure they are appropriately labeled per the contract						
Date Approved by P	urchasing	Xiomara Abad	(If contract is through bid or cooperative purchase)			
Mary M Williams	$\gamma_{M}$	10/24/2024	For Office Use Only:			
Signature Signature		Date	APPROVED TO FORM AND LEGALITY:			
Name: Mary Williams Phone: 817-427-6809 Email: mmwilliams@nrhtx.cc	<u>om</u>		By: Bradley Anderle, City Attorney  Comments:			

Checklist for Document Review

CA-CONTRACT NO. GENERAL0003\_20210419 REV.: 10012024



### (APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL) CITY OF NORTH RICHLAND HILLS **COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between Baker & Taylor ("Vendor") and the City of North Richland Hills, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TX SMART Buy ("Cooperative Entity") and Vendor, Contract No. 715-M2, as amended, (the "Agreement") with an expiration date of 10/31/2025. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://www.txsmartbuy.gov/browsecontracts/2231 or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. , if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase collection materials pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed \$ 160,000.00 ("Purchase Price"). Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies): ☐ Single Purchase Contract -The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services. ☑ |Supply / As Needed Contract – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY 24-25. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services. ☐ *Multi-Year Contract* – The Term shall be for year(s) expiring on . This Customer Agreement may be renewed for three(3) renewal periods of twelve (12) months. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. Emergency Purchase – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more. (Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase) Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes. The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party,

and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this | 11th | day of | October | 20 24.

[Signature Page Follows]

### ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:  APPROVED: I certify that funds are currently available for this purchase.  (Check the box if \$3,000 or less)				
By: Xiomara Abad  Eva Ramirez, Purchasing Manager Xiomara Abad				
Department Director:				
By: Cecilia Barkam Printed Name: Cecilia Barkam Department: Library				
APPROVED:				
By: Date: Paulette A. Hartman, City Manager				
Or Designee:				
By: Date:				
Title:				
ATTEST:				
By: Alicia Richardson, City Secretary/Chief Governance Officer				
By: Traci Henderson, Assistant City Secretary				
NRH City Council Action: Y 図 N ☑				
Date Approved:				
Agenda Item No:				
Ord/Res No.				
APPROVED TO FORM AND LEGALITY:				
By: Bradley Anderle, City Attorney				

Baker & Taylor, LLC.:

By: Physics Physics

Name Jennifer Phyne

Title: Director, Pricing Services

Date: October 23, 2024

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

_				1 of 1			
	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					
1	Name of business entity filing form, and the city, state and countr of business.	Certificate Number:					
	Baker & Taylor, LLC	2024-1229848					
	Charlotte, NC United States		Date Filed:				
2	Name of governmental entity or state agency that is a party to the	contract for which the form is	10/22/2024				
	being filed. North Richland Hills Library		Barrier de la la contraction de				
	North Normand Tims Library		Date Acknowledged:				
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.						
	TX Contract 715-M2 Publications, Audiovisual Materials, Books, Textbooks and And	cillary Services					
			Nature o	f interest			
4	Name of Interested Party	City, State, Country (place of busine	1	pplicable)			
ionoucon			Controlling	Intermediary			
Kc	ochar, Amandeep	Charlotte, NC United States	х				
Lu	cas, Bradley	Charlotte, NC United States	X				
-							
-							
5 Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION						
	My name is <u>Jenniser Rhyne</u> , and my date of birth is <u>3/17/75</u> .						
	My address is 2810 Coliseum Centre Dr, Ste 31	00, Charlotte, W	C. 28217	, USA .			
	(SHOOL)	(ony) (old	te) (zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct.						
	Executed in Meck lenburg County,	State of $\underline{\underline{NC}}$ , on the $\underline{\underline{c}}$		9			
	(month) (year)						
	Signature of authorized agent of contracting business entity						
	(Declarant)						



### GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Baker & Taylor, LLC Attn: Stefanie Kremer 2810 Coliseum Centre Drive, Ste. 300 Charlotte, NC 28217

## **NOTICE OF CONTRACT EXTENSION**

RE: Contract Category: 715-M2 Publications, Audiovisual Materials, Books, Textbooks, and

**Ancillary Services** 

Contract ID No.: 715M2-2704

Extension Term: Nov. 1, 2024, through Oct. 31, 2025, or until CPA awards a new contract under a

different solicitation, whichever occurs first

### Dear Contractor:

In accordance with the specified terms and conditions of the above-referenced Contract, the Texas Comptroller of Public Accounts hereby exercises its option to extend the Contract for the period stated above.

All terms and conditions of the original Contract will remain the same and in full force and effect during the extension term.

## **Texas Comptroller of Public Accounts**

Signed by: Bobby founds E43A06E34ACF4AE					
Bobby Pounds Statewide Procurement Division Director					
Date:	10/12/2024   11:01 AM CDT				



### GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

# NOTICE OF AWARD Page 1 of 2

Payee ID#: 14731799749 Contact Name: Stefanie Kremer Baker & Taylor, LLC Phone: 704-998-3135

2550 West Tyvola Road, Suite 300 Email: Stefanie.kremer@baker-taylor.com

Charlotte, NC 28217

Re: Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks,

and Ancillary Services

Contract ID No.: 715M2-2704 RFP No.: 304T-20-715M2

Term of Contract: date of Deputy Comptroller's signature on this Notice of Award

through October 31, 2021

Your company, Baker & Taylor, LLC, submitted a Proposal to the Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the Comptroller accepts your Proposal for the items listed in the attached Contract Item List.

The Contract Item List includes a description for each item. This description must be included on the sales report as required in Part A, Section A.10, to be submitted by the Contractor.

The Contract consists of the documents stated in Section B.3.4 of the RFP; however, products or services in your Proposal for which you sought an award that are not included in the attached Contract Item Listing are not part of the Contract.

Only those assumptions and exceptions specifically noted in this award letter have been accepted by CPA. All other assumptions and exceptions are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

As stated in the RFP, no minimum compensation under the Contract is guaranteed. You must not process or make delivery for any products or services until receipt of a purchase order by a Customer pursuant to the terms of the Contract.

Any payment due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the state of Texas.

The terms and conditions of this Contract may be modified only through a written amendment executed by an authorized representative of the CPA. Customers may not modify the terms and conditions nor amend the Contract.

Please review the attached Contract Item Listing carefully. Notify CPA of any errors requiring correction within five (5) business days of the date the Notice of Award was sent by e-mail from the Statewide Contract Development. Such notification and all invitations for any changes to the

# NOTICE OF AWARD Page 2 of 2

Contract, including communications regarding the Contract, shall reference the Contract number and IFB number and be submitted to Statewide Contract Management.

Submit the required current certificate of insurance in accordance with Part A, Section A.6 within five (5) business days of this Notice of Award. The required current certificate must be submitted to Statewide Contract Management.

Statewide Contract Management E-mail: <a href="mailto:spd\_cmo@cpa.texas.gov">spd\_cmo@cpa.texas.gov</a>

Texas Comptroller of Public Accounts

—DocuSigned by:

Lisa Claro Confidence Lisa Claro Confidence Confidence

Deputy Comptroller

Date: 6/29/2020 | 3:22 PM CDT

10/15/24, 11:29 AM Contract Details

### Glenn Hegar

Texas Comptroller of Public Accounts





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## Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Category	Managed
Туре	Term
Start Date	6/29/2020
End Date	10/31/2025
Purchase Category Code (Agencies Only)	PCC C
Optional Renewal Terms	Extension: November 1, 2024, through October 31, 2025
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
NIGP Codes(s)	52510 ; 52520 ; 52540 ; 71504 ; 71510 ; 71546 ; 71555 ; 95610
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)

10/15/24, 11:29 AM Contract Details

# **Contract Items and Pricing** Customers should contact the applicable company representative in order to set up an account. 715-M2 Baker & Taylor, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&T%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Brodart Co. Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Ingram Library Services LLC Price Sheet (http://txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing\_10\_04\_2023.pdf) 715-M2 Midwest Library Service, Inc. Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Midwest Tape, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 ProQuest, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf) **Warranty Details** Warranty/Guarantee Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer's standard warranty, whichever is longer, following Customer's acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor's warranty obligations hereunder will survive the termination of this Contract. Replacement 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options. 2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer's property when applying ancillary or processing services. 3) The replacements must be processed and received by the Customer within two weeks of written notification. 4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary. 5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers. Adding New Products to the Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Contract Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov). **Delivery Delays by Contractor** If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).

10/15/24, 11:29 AM Contract Details

Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.
	Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Purchase Order Cancellations	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
Restocking Fee	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contract Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.
	Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.  (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/)
	The purpose of the Vendor Performance Tracking System is to:  • Identify vendors that have exceptional performance  • Aid purchasers in making a best value determination based on vendor past performance  • Protect the state from vendors with unethical business practices  • Track vendor performance for delegated and exempt purchases

### Contractors

Contractor VID: 14731799749
Contractor: Baker & Taylor, LLC
Contact Name: Wendy Hardy
Email: wendy.hardy@baker-taylor.com
Phone: (800) 775-1200 x2776

Alternate Contact Name: Stefanie Kremer
Alternate Email: stefanie.kremer@baker-taylor.com

**Alternate Phone:** (704) 998-3135

Address: 2810 Coliseum Centre Drive Suite 300 Charlotte, NC 28217

Contractor VID: 12322487583
Contractor: Brodart Co.
Contact Name: Mary Miller
Email: mary.miller@brodart.com
Phone: (800) 233-8467

Alternate Contact Name: Lisa Miosi
Alternate Email: lisa.miosi@brodart.com
Address: 500 Arch Street Williamsport, PA 17701

Contractor VID: 16217466966

Contractor: Ingram Library Services LLC

Contact Name: Stephen Casey

Email: stephen.casey@ingramcontent.com

Phone: (214) 952-6310

Alternate Email: ils.orders@ingramcontent.com
Address: One Ingram Blvd. La Vergne,TN 37086

Contractor VID: 14308345058

Contractor: Midwest Library Service, Inc.

Contact Name: Trish Banta

10/15/24, 11:29 AM Contract Details

Email: banta@midwestls.com Phone: (800) 325-8833

Alternate Contact Name: Herbert Lesser Alternate Email: hlesser@midwestls.com

Address: 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

Contractor VID: 13714996868 Contractor: Midwest Tape, LLC Contact Name: Janet Timm Email: jtimm@midwesttape.com Phone: (800) 875-2785

Alternate Contact Name: Jeffery Jankowski Alternate Email: jjankowski@midwesttape.com

Alternate Phone: (419) 868-9370 Address: PO Box 820 Holland, OH 43528

Contractor VID: 13920538553 Contractor: Proquest, LLC Contact Name: Jess Snyder Email: Proposals@proquest.com Phone: (248) 496-1065

Address: Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106

Contractor VID: 10203021430

Contractor: Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO

Contact Name: Bonnie LaRose Email: bidadmin@ybp.com Phone: (800) 258-3774 x8895

Alternate Contact Name: Kate Hartnett Alternate Email: khartnett@ybp.com Alternate Phone: (800) 258-3774 x8808

Address: 999 Maple Street Contoocook, NH 02339



Home (https://comptroller.texas.gov)

Contact Us (https://comptroller.texas.gov/about/contact/)

### **Policies**

Privacy and Security Policy (https://comptroller.texas.gov/about/policies/privacy.php)

Accessibility Policy (https://comptroller.texas.gov/about/policies/accessibility.php)

Link Policy (https://comptroller.texas.gov/about/policies/links.php)

Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)

 $Texas\ Homeland\ Security\ (https://www.dhs.gov/see-something-say-something/reporting/texas)$ 

Public Information Act (https://comptroller.texas.gov/about/policies/open-records/public-information-act.php)

Texas Secretary of State (https://www.sos.state.tx.us/)

HB 855

### Other State Sites

Texas.gov (https://texas.gov)

 $Texas\ Records\ and\ Information\ Locator(TRAIL)\ (https://www.tsl.state.tx.us/trail/)$ 

State Link Policy (https://dir.texas.gov/resource-library-item/state-website-linking-privacy-policy)

Texas Veterans Portal (https://veterans.portal.texas.gov)

# Contract Item List Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

Baker & Ta	ylor, LLC	K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
	Electronic and	Digital Materia	ls		
Category 1	Digital pre-loaded; all-in-one audio books	N/A	20%	20%	20%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
	Print N	∕laterials			
Category 5	Adult trade; fiction/non-fiction hardbound	N/A	46.5%	40%	46.5%
Category 6	Adult trade; fiction/non-fiction paperback	N/A	40.5%	20%	40.5%
Category 7	Juvenile trade; fiction/non-fiction hardbound	N/A	46.5%	40%	46.5%
Category 8	Juvenile trade; fiction/non-fiction paperback	N/A	40.5%	20%	40.5%
Category 9	Mass market paperback; rack	N/A	40.5%	20%	40.5%
Category 10	Non-trade publication; hardbound	N/A	8.0%	20%	8.0%
Category 11	Non-trade publications; paperback	N/A	8.0%	20%	8.0%
Category 12	University press	N/A	8.0%	20%	8.0%
Category 13	Adult library bound; fiction/non-fiction	N/A	21.5%	20%	21.5%
Category 14	Juvenile library bound; fiction/non-fiction	N/A	21.5%	20%	21.5%
Category 15	Pre-bound hardbound	N/A	10.0%	0%	10.0%
Category 16 Pre-bound paperback		N/A	10.0%	0%	10.0%
	Nonstand	ard Formats			
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non- feature films	N/A	28.5%	28.5%	28.5%
Category 20	Spoken word/audio compact disc pre-recorded; abridged	N/A	45.5%	34%	45.5%
Category 21	Spoken word/audio compact disc pre-recorded; un- abridged	N/A	45.5%	34%	45.5%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	N/A	45.5%	34%	45.5%

\*N/A = not awarded

## Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

## Baker & Taylor, LLC

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	1.48 - 2.88	Option 1. Mylar, label protectors, spine label, barcode and standard MARC Record = \$1.48; Option 2. Poly laminate cover, label protectors, spine label, barcode and standard MARC Record = \$2.08; Option 3. Traditional laminate cover, label protectors, spine label, barcode, and standard MARC Record = \$2.88
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	2.17 - 3.57	Option 1. Mylar, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.17; Option 2. Poly laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.77; Option 3. Traditional laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$3.57

Processing Services	Base Price	Description
Brief MARC Record	No Chausa	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free
Brief MARC Record	No Charge	of Charge, Per the Terms of This RFP
Full MARC Record	.30	Price per unit, Standard (unedited) MARC Record
Mylar Jacket	.69	Price per unit, Includes loose, glued or taped
Davida I abal	20	Price per unit, Baker & Taylor supplied Barcode Label, Application of
Barcode Label	.20	Customer Supplied Barcodes is \$ .25/unit
Label (per application-Customer supplied)	.25	Price per unit, Customer Supplied Label
Label (per application-Vendor supplied)	.25	Price per unit, Baker & Taylor Supplied Label
Genre Label	.25	Price per unit, Baker & Taylor Supplied Label
Spine Label	.29	Price per unit, Baker & Taylor Supplied Label
Label Protector	.00	Free of Charge
Pocket (paper)	.35	Price per unit
Pocket (vinyl)	N/A	N/A
Property Stamp (per impression)	.20	\$ .20 for first location, \$ .10/each additional location
Spine Tape (inside)	1.50	Price per unit
Spine Tape (Outside)	1.50	Price per unit

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	5.79	Spoken Word Audio or Music/DVD Digital Media Processing Services. Includes Digital Media Processing with artwork, standard case and fixed data labels. Additional variable labels available for \$ .15 per label.
Format Conversion Service	N/A	N/A
Hub Label (per application)	.99	Price per unit for hub labels, regardless of number of discs
Shrink Wrap Removal	.60	Price per unit
DVD/CD Case, Holds Single Disc (Paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (Plastic)	.40	Standard Cases Used to Repackage Singles/Doubles (Polyline)
DVD/CD Case, Holds Multiple Discs	1.35	Standard Cases Used to Repackage Multiple Discs as a Set (VERSA/VORTEX CASES)
DVD/CD Case, Locking	1.00	SECURE ii LOCKING CASES, SINGLE & DOUBLE (CLEAR OR BLACK)
Spoken Audio CD Case; Various Capacities	3.79	Standard black Spoken Word Audio Cases, Upgraded cases available for \$4.69/unit

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	1.29	Price per unit, Clear Poly Laminate (7 mil thickness)
Vinyl Laminate; Various Thicknesses	2.09	Price per unit, Traditional Laminate (10 mil thickness)

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	.39	Price per unit for application of the Pre-programmed RFID/Barcode Set, which would need to be Customer Supplied
RFID ("universal" tag programmed and applied)	.69	Link & Affix Baker & Taylor Supplied Universal RFID Tag
CD/DVD Overlay RFID Tag	1.50	Link & Affix Baker & Taylor Supplied Overlay RFID Tag
Theft Deterrent Tape/Strip	.59	Baker & Taylor Supplied 3M or Checkpoint Theft Detection

### Additional Processing Components

Additional Processing Components/Services Available:

Baker & Taylor Universal RFID Tag: \$ .25/unit

Application of B&T Supplied RFID Tag: \$ .19/unit

Additional Cataloging & Processing Services, as well as Customized Cataloging and Processing Services through Customized Library Services (CLS), are available. Please contact your Customer Service Representative or Sales Representative to learn more.

# **DISCOUNT TERMS AND CONDITIONS OF SALE**

## Baker & Taylor, LLC

# Discount Terms and Conditions of Sale (FIRM ORDER BOOK/SPOKEN WORD AUDIO) State of Texas – Public Libraries and State Agencies

Baker & Taylor, LLC is pleased to offer the discount terms and conditions listed below. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a), (f)	Price Indicator (f)	Discount (f)	
l.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio; see also Product Category IX for exceptions)	01 - (zero one) (Adult Hardcover Trade Editions) C - (Hardcover Computer Books)	01 = 46.5 % C = 46.5 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	J1	J1 = 46.5 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	B = 40.5 % C = 40.5 %	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	G	G = 40.5 %	
V.	Mass Market Paperback Editions; see also Product Category IX for exceptions	Р	P = 40.5 %	
VI.	Single Edition Reinforced (Juvenile; see also Product Category IX for exceptions)	R	R = 21.5 %	
VII.	Publisher's Library Edition (Juvenile; see also Product Category IX for exceptions)	Z	Z = 21.5 %	
VIII.	University Press Trade Editions (may be of any product category or binding type and include some spoken word audio; see also Product Category IX for exceptions)	А	A = 8.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions); publishers whose titles have limited sales volume; Titles of Limited Demand (may be of any product category or binding type or publisher of origin and may include some spoken word audio); certain Adult Trade Hardcover Editions and Juvenile Trade Hardcover Editions	S/X/N - (Text, Technical, or Reference Editions)  L - (Hardcover Editions from Small Press, publishers whose titles have limited sales volume, and Hardcover Titles of Limited Demand—primarily Adult)  7 - (Hardcover Titles of Limited Demand—primarily Juvenile)  M - (Paperback Editions from Small Press, publishers whose titles have limited sales volume, and Paperback Titles of Limited Demand—primarily Adult)  1 - (Paperback Titles of Limited Demand—primarily Juvenile)  T/U/V/W/4/Letter O - (Specialty Textbooks)  5/6/8 - (Professional Medical Titles)  02 (zero 2) - Adult Trade Hardcover Editions having below average publisher list price titles in Category II	N = 8.0 % (c) (d)  7 = 21.5 % (d)  M = 8.0 % (c) (d)  1 = 8.0 % (d)  T = 8.0 %  U = 8.0 %  V = 8.0 %  W = 8.0 %	er O = % 3.0 %
Х.	Imported English and Non-English Language Editions; see also Product Category IX for exceptions	F/K/3	F = 0.0 % K = 8.0 % 3 = 8.0 %	
XI.	Enhanced Service Program	Y/Q	Y = 0.0 % + \$4.95/unit Q = 0.0 % + \$4.95/unit	

XII.	Spoken Word Audio; see also Product Category IX for exceptions	Н	H = 45.5 %
XIII.	Board Books; see also Product Category IX for exceptions	I	I = 40.5 %
XIV.	Novelty Items/Activity Books; see also Product Category IX for exceptions	I	I = 40.5 %
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions	D E	D = 10.0 % E = 10.0 %

### **ENDNOTES**

- (a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at the publisher's list price, unless otherwise indicated.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any product category or binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any product category or binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus a service charge of \$4.95/unit.
- (f) Please note the following:
  - Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment. Publisher's list price is subject to change without notice.
  - Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
  - Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand
    for certain titles, preferred stock status, cost of acquisition, cost of distribution, average publisher's list price, and the size or
    type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's
    discount, returnability to publishers and other factors.
  - Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without
    notice, based upon the above-described factors for categorizing titles.
  - For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
  - For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
  - For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
  - Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category
    XI. Titles of limited demand may be of any product category or binding type or publisher of origin and include some spoken
    word audio.
  - The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Continuation Services or Approval Programs.
  - Except where otherwise noted, Baker & Taylor provides an invoice that identifies the publisher's current list price at the time of shipment, the discount offered, and the exact price charged for each title ordered.
  - Price Indicators and estimated sales price by title are displayed in Baker & Taylor's online ordering system, Title Source 360.

## **Processing Services**

Premium Processing – Shelf-Ready	Base Price	Description	
Mylar Jacket (or Laminate Cover), Label Protectors,	1.48 - 2.88	Option 1. Mylar, label protectors, spine label, barcode and standard	
Spine Label, Barcode, and Standard MARC Record		MARC Record = \$1.48;	
		Option 2. Poly laminate cover, label	
		protectors, spine label, barcode and standard MARC Record = \$2.08;	
		Option 3. Traditional laminate cover, label protectors, spine label,	
		barcode, and standard MARC Record = \$2.88	
Mylar Jacket (or Laminate Cover), Label Protectors,	2.17 – 3.57	Option 1. Mylar, label protectors, spine label, barcode, RFID tag	
Spine Label, Barcode, RFID Tag (programmed and		(linked and affixed) and standard MARC Record = \$2.17;	
applied), and Standard MARC Record		Option 2.Poly laminate cover, label protectors, spine label, barcode, RFID	
		tag(linked and affixed) and standard MARC Record = \$2.77;	
		Option 3.Traditional laminate cover, label protectors, spine label,	
		barcode, RFID tag (linked and affixed) and standard MARC Record = \$3.57	

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of
		Charge, Per the Terms of this RFP
Full MARC Record	.30	Price per unit, Standard (unedited) MARC Record
Mylar Jacket	.69	Price per unit, includes loose, glued, or taped
Barcode Label	.20	Price per unit, Baker & Taylor supplied Barcode Label, Application of
		Customer Supplied Barcode is \$0.25/unit
Label (per application – Customer supplied)	.25	Price per unit, Customer Supplied Label
Label (per application – Vendor supplied)	.25	Price per unit, Baker & Taylor Supplied Label
Genre Label	.25	Price per unit, Baker & Taylor Supplied Label
Spine Label	.29	Price per unit, Baker & Taylor Supplied Label
Label Protector	.00	Free of Charge
Pocket (paper)	.35	Price per unit
Property Stamp (per impression)	.20	\$0.20 for first location, \$0.10 each additional location
Spine Tape (inside)	1.50	Price per unit
Spine Tape (outside)	1.50	Price per unit

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	1.29	Price per unit, Clear Poly Laminate (7 mil thickness)
Vinyl Laminate; Various Thicknesses	2.09	Price per unit, Traditional Laminate (10 mil thickness)

RFID/Theft Deterrents	Base Price	Description	
Pre-programmed RFID/Barcode Set (1 Barcode);	.39	Price per unit for application of the Pre-programmed RFID/Barcode Set,	
Applied to book		which would need to be Customer Supplied	
RFID ("universal" tag programmed and applied)		Link & Affix Baker & Taylor Supplied Universal RFID Tag	
CD/DVD Overlay RFID Tag	1.50	Link & Affix Baker & Taylor Supplied Overlay RFID Tag	
Theft Deterrent Tape/Strip .59		Baker & Taylor Supplied 3M or Checkpoint Theft Detection	

Audio Visual Processing and Accessories	Base Price	Description	
Digital Processing for Media		Spoken Word Audio or Music/DVD Digital Media Processing Services.	
		Includes Digital Media Processing with artwork, standard case, and fixed	
		data labels. Additional variable labels available for \$.15 per label	
Hub Label	.99	Price per unit for hub labels, regardless of number of discs	
Shrink Wrap Removal	.60	Price per unit	
DVD/CD Case, Holds Single Disc (Plastic)	.40	Standard Cases Used to Repackage Single/Doubles (Polyline)	
DVD/CD Case, Holds Multiple Discs	1.35	35 Standard Cases Used to Repackage Multiple Discs as a Set	
		(VERSA/VORTEX Cases)	
DVD/CD Case, Locking	1.00	Secure ii Locking Cases (Single & Double (Clear or Black)	
Spoken Audio CD Case; Various Capacities	3.79	Standard black Spoken Word Audio Cases, Upgraded cases available for \$4.69/unit	

# Baker & Taylor, LLC Music/DVD/Blu-Ray Terms and Conditions of Sale for State of Texas – All Participating Members

Price Indicator	Definition	Discount
2	Music Compact Disc	25.0%
9	DVD/Blu-ray	28.5%

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

### NOTE REGARDING DISNEY/BUENA VISTA HOME ENTERTAINMENT TITLES

For many years Baker & Taylor has been a distributor of video entertainment products of Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment ("BVHE"). Recently, for reasons beyond Baker & Taylor's control, our relationship as a direct distributor of this product line has changed. We have been working to resolve the interruption of the supply chain, but have not yet reached an agreement that would do so and are currently unable to supply BVHE video entertainment product to our public library customers. While we believe this interruption to be a temporary inconvenience, we cannot currently estimate when this interruption will be resolved. During this interim period, we will be transitioning BVHE video entertainment product to "Not Available from Baker & Taylor" status in Title Source 360 and cancelling existing back orders.

We remain committed to re-establishing our supply chain for BVHE video entertainment product and will keep you updated on our progress.

If you have additional questions, please reach out to your Baker & Taylor sales consultant.

<sup>\*</sup>AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturers Suggested Retail Price.

### Category Definitions

(Please see Attachment A for discount terms and conditions of sale, discount pricing grid and Price Indicators.)

### Adult Trade Hardcover Editions (Price Indicators 01, C)

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal, and may include some spoken word audio materials and computer books. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

### II. Juvenile Trade Hardcover Editions (Price Indicator J1)

High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

### III. Adult Quality Paperback Editions (Price Indicators B, C)

High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets, and may include some computer books. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

### IV.

<u>Juvenile Quality Paperback Editions</u> (Price Indicator G)
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

### Mass Market Paperback Editions (Price Indicator P)

A standard rack size paperback typically found in bookstores or other retail outlets. See also Product Category IX for exceptions.

### VI. Single Edition Reinforced (Price Indicator R)

A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. See also Product Category IX for exceptions.

### VII. Publisher Library Editions (Price Indicator Z)

Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. See also Product Category IX for exceptions.

### VIII. University Press Trade Editions (Price Indicator A)

This category would include any University Press Trade Editions, both adult and juvenile, may be of any category product or binding type, and may include some spoken word audio materials, and are subject to publisher reclassification. See also Product Category IX for exceptions.

# Text, Technical, Reference, Small Press, Titles of Limited Demand, and certain Adult Trade and Juvenile Trade Hardcover Editions (Price Indicators S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8, 02 (zero 2), J2) Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles

(excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual ittles which might otherwise fall under different category definitions but are in this category as Titles of Limited Demand because they either do not qualify for preferred stock status (based upon a quarterly review) or do qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any product category or binding type or publisher of origin and may include some spoken word audio materials. It includes Adult Hardcover Trade Editions having below average publisher list price titles in Category I, and Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II.

### Imported English and Non-English Language Editions (Price Indicators F,K,3) X.

Titles produced and distributed outside of the domestic US. These titles may be of any category product or binding type and represent various publishers. See also Product Category IX for exceptions.

### XI. Enhanced Service Program Titles (Price Indicators Y,Q)

This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semiannual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any product category or binding type. These titles will receive no discount and are subject to a service charge. Enhanced Service Program Titles may carry different discounts, as shown by Price Indicators Y, Q in Attachment A.

### Spoken Word Audio (Price Indicator H) XII.

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. See also Product Category IX for exceptions.

### XIII. Board Books (Price Indicator I)

Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. See also Product Category IX for exceptions.

### Novelty Items/Activity Books (Price Indicator I) XIV.

Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. See also Product Category IX for exceptions.

### XV. Special Programs (Price Indicators D, E)

Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions.

## **ENHANCED SERVICES PROGRAM**

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's <u>Enhanced Services Program</u> provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price plus \$4.95/unit service charge.

For libraries concerned about purchasing these types of titles, B&T's TitleSource 360™ can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.



### **INSTITUTIONAL RETURNS**

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (excluding Book Leasing programs) require prior authorization from a Customer Service Representative. You may contact your appropriate representative via the toll-free number listed on your packing list.

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. *All claims must be made within 45 days from the date of invoice.* 

- 1. When calling for return authorization, please have the following information available:
  - A. Return Authorization Form
  - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
  - C. Reason for the claim/return
  - D. Action being requested -
    - 1. Replacement of product
    - 2. Credit to your account; no replacement product necessary
- 2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
- 3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
- 4. **Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. *All claims must be made within 45 days from the product's invoice date.* Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (<a href="mailto:internationallibrarycustomerservice@baker-taylor.com">internationallibrarycustomerservice@baker-taylor.com</a>). You may also refer to the website http://www.btol.com/international libraries details.cfm.

All returns should be sent to:
Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599



## **AV RETURNS**

SCENE & HEARD A/V

# Library & Education Account Audio/Video Product Returns Policy

(Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4k disc AV product returns (excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product) require prior return authorization from an AV Customer Service Representative. *Please contact your AV Customer Service Rep at 800-775-1200.* 

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. *All claims must be made within 45 days of invoice date.* 

- 1. When calling for return authorization, please have the following information available:
  - A. Your account number and invoice #s
  - B. Reason for the claim/return
  - C. Action being requested -
    - 1. Replacement of product (defective return will receive a replacement of the same title)
    - 2. Credit to your account; no replacement product necessary for incorrectly shipped items
    - 3. Overstock return credit requires Customer Service Manager and Sales Manager approval
- 2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
- 3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
- 4. Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date. Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require all discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. *All claims must be made within 15 days from the product's invoice date.* Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:

Baker & Taylor Returns Center Dept. R 251 Mt. Olive Church Road Commerce, GA 30599

Questions? Contact your B&T
AV Customer Service Rep (800-775-1200)
Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

# Baker & Taylor Contract FY 25

Final Audit Report 2024-11-04

Created: 2024-11-04

By: Mary Williams (mmwilliams@nrhtx.com)

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