



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

NOTICE OF AWARD

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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

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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: spd_cmo@cpa.texas.gov

Texas Comptroller of Public Accounts

DocuSigned by:



Lisa Craven

Deputy Comptroller

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

Contract Item List**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Contract ID No. 715M2-2704****RFP No. 304T-20-715M2****Baker & Taylor, 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 Materials					
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 Materials					
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	40.0%	20%	40.0%
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%
Nonstandard 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 Item List**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Contract ID No. 715M2-2704****RFP No. 304T-20-715M2****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 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 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	<i>Price per unit for application of the Pre-programmed RFID/Barcode Set, which would need to be Customer Supplied</i>
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)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	O - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.5%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	46.5%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.5%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.5%
V.	Mass Market Paperback Editions	P	40.0%
VI.	Single Edition Reinforced (Juvenile)	R	21.5%
VII.	Publisher's Library Edition (Juvenile)	Z	21.5%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	8.0%
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press 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)	S = 8.0% X = 8.0% N = 8.0% (b) L = 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% 4 = 8.0% Letter O = 8.0% 5 = 8.0% 6 = 8.0% 8 = 8.0%
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0% K = 8.0% 3 = 8.0%
XI.	Enhanced Service Program	Y / Q	Q = 8.0% Y = 0.0% + \$4.95 (e)
XII.	Spoken Word Audio	H	45.5%
XIII.	Board Books	I	40.5%
XIV.	Novelty Items/Activity Books	I	40.5%
XV.	Special Programs, such as: - Paw Prints and FollettBound Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 10.0% E = 10.0% 20.0%

- (a) Please see Baker & Taylor's Category Definitions for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any 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 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 \$4.95/unit service charge.

Processing Services

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 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
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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

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
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	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.

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

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.

Baker & Taylor, LLC
Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- 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, 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 Paw Prints and Follett Bound 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.
- The discount terms and conditions listed do not apply to Continuations or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

CATEGORY DEFINITIONS

- I. **Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*
High demand 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 three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.
- II. **Juvenile Trade Hardcover Editions (J)**
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 three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- III. **Adult Quality Paperback Editions (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. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- IV. **Juvenile Quality Paperback Editions (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 three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- VI. **Single Edition Reinforced (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. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- VII. **Publisher Library Editions (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. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- VIII. **University Press Trade Editions (A)** *(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
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 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). 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 binding and may include some spoken word audio materials. Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031.
- X. **Imported English and Non-English Language Editions (F, K, 3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caído by Nalini Singh, ISBN 9788490625224.
- XI. **Enhanced Service Program Titles (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 semi-annual 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 binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.
- XII. **Spoken Word Audio (H)**
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. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.
- XIII. **Board Books (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. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- XIV. **Novelty Items/Activity Books (I)**
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. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- XV. **Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**
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 Paw Prints, FollettBound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

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 Enhanced Services Program 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.

RETURNS POLICIES

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 (internationallibrarycustomerservice@baker-taylor.com). 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



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
LibraryAVcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050



**CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement** (“**Customer Agreement**”) is entered into by and between Baker and Taylor, LLC (“**Vendor**”) and the **City of North Richland Hills**, (“**Customer**” or “**Authorized Customer**”), a Texas government entity, and a Customer as defined in Section Section or N/A. of the Agreement between the [Texas Comptroller of Pubic Accounts] and Vendor, [Contract No. 715M2-2704], as amended, (the “Agreement”) with an effective date of June 29, 2020.

This Customer Agreement shall be governed by the terms and conditions of the [Agreement], which is incorporated herein by reference and is available online at <http://www.txsmartbuy.com/contracts/view/2231> or upon request from Vendor, and the attached Quote/Purchase Order No. PO or Quote #. The Agreement expires on October 31, 2021. Authorized Customer is eligible and desires to purchase books and audiovisual materials pursuant to the terms and conditions of the [Agreement] as the [Texas Comptroller of Public Accounts] may specify from time to time, as well as the terms and conditions of this Customer Agreement. [Texas Comptroller of Public Accounts] will only be responsible for services provided to [Texas Comptroller of Public Accounts] and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer agrees to the terms and conditions of the [Agreement] as applicable. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the [Texas Comptroller of Public Accounts] under the [Agreement], as applicable, as if Customer had entered into the [Agreement]. Further, 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 involving transactions relating to this Customer Agreement necessary to determine compliance therewith, 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. Payments under this Agreement shall not exceed \$ 221,000 annually for 1 year(s) through September 30, 2021

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by Customer.

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this ____ day of _____ 20 ____ .

CITY OF NORTH RICHLAND HILLS:

By: _____
Mark Hindman, City Manager

Date: _____

VENDOR NAME:

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis, City Attorney