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Texas Comptroller of  
Public Accounts  
Glenn Hegar



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## Contract Details: # 715-M2

<b>Number</b>	715-M2
<b>Description</b>	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
<b>Category</b>	Managed
<b>Type</b>	Term
<b>Start Date</b>	6/29/2020
<b>End Date</b>	10/31/2022
<b>Purchase Category Code(Agencies Only)</b>	PCC C
<b>Optional Renewal Terms</b>	November 1, 2022, through October 31, 2023 November 1, 2023, through October 31, 2024
<b>Purchase Orders</b>	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.
<b>NIGP Code(s)</b>	525-10 525-20 525-40 715-04 715-05 715-10 715-46 715-55 956-10
<b>CPA Contract Management</b>	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: <a href="mailto:spd.cmo@cpa.texas.gov">spd.cmo@cpa.texas.gov</a> ( <a href="mailto:spd.cmo@cpa.texas.gov">mailto:spd.cmo@cpa.texas.gov</a> )

<p><b>Contract Items and Pricing</b></p>	<p><b>Customers should contact the applicable company representative in order to set up an account.</b></p> <p>715-M2 Baker &amp; Taylor, LLC Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&amp;T%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&amp;T%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Brodart Co. Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Ingram Library Services LLC Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Midwest Library Service, Inc. Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Midwest Tape, LLC Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 ProQuest, LLC Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf</a>)</p>
<p><b>Warranty Details</b></p>	<p><b>Warranty/Guarantee</b>  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.</p> <p><b>Replacement</b>  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.</p>
<p><b>Adding New Products to the Contract</b></p>	<p>Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (<a href="https://comptroller.texas.gov/purchasing/forms/">https://comptroller.texas.gov/purchasing/forms/</a> ) to the Statewide Contract Development section at <a href="mailto:open.market@cpa.texas.gov">open.market@cpa.texas.gov</a> (<a href="mailto:open.market@cpa.texas.gov">mailto:open.market@cpa.texas.gov</a>).</p>
<p><b>Delivery Delays by Contractor</b></p>	<p>If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.</p> <p>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.</p> <p>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).</p>

<b>Compliant Products by Contractor</b>	<p>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.</p> <p>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.</p>
<b>Purchase Order Cancellation</b>	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.
<b>Restocking Fee for Returned Products</b>	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.
<b>Substitutions</b>	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.
<b>Contractor Performance</b>	<p>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.</p> <p>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM (<a href="https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/">https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/</a>).</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none"> <li>• Identify vendors that have exceptional performance</li> <li>• Aid purchasers in making a best value determination based on vendor past performance</li> <li>• Protect the state from vendors with unethical business practices</li> <li>• Track vendor performance for delegated and exempt purchases</li> </ul>

## Contractors Information

<p><b>VID:</b> 14731799749</p> <p><b>Contractor:</b> Baker &amp; Taylor, LLC</p> <p><b>Contact Name:</b> Wendy Hardy</p> <p><b>Email:</b> wendy.hardy@baker-taylor.com</p> <p><b>Phone:</b> (800) 775-1200 x2776</p> <p><b>Alternate Contact Name:</b> Stefanie Kremer</p> <p><b>Alternate Email:</b> stefanie.kremer@baker-taylor.com</p> <p><b>Alternate Phone:</b> (704) 998-3135</p> <p><b>Address:</b> 2550 West Tyvola Road Suite 300 Charlotte, NC 28217</p>
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- [Texas Homeland Security \(https://www.dhs.gov/geography/texas\)](https://www.dhs.gov/geography/texas)
- [Texas Veterans Portal \(https://veterans.portal.texas.gov/\)](https://veterans.portal.texas.gov/)
- [Public Information Act \(https://comptroller.texas.gov/about/policies/public-information-act.php\)](https://comptroller.texas.gov/about/policies/public-information-act.php)
- [Texas Secretary of State \(https://www.sos.state.tx.us/\)](https://www.sos.state.tx.us/)
- [HB855 Browser Statement](#)

#### OTHER STATE SITES

- [texas.gov \(https://www.texas.gov/\)](https://www.texas.gov/)
- [Texas Records and Information Locator \(TRAIL\) \(https://www.tsl.state.tx.us/trail/\)](https://www.tsl.state.tx.us/trail/)
- [State Link Policy \(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf\)](http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf)
- [Texas Veterans Portal \(https://veterans.portal.texas.gov\)](https://veterans.portal.texas.gov/)

**Contract Item List**

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

**Baker & Taylor, LLC**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
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
<b>Print Materials</b>					
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%
<b>Nonstandard Formats</b>					
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**

**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.