



Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Category	Managed
Type	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	<p>Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:</p> <p>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)</p>

**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>)

<p>Warranty Details</p>	<p>Warranty/Guarantee</p> <p>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>Replacement</p> <ol style="list-style-type: none"> 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>Adding New Products to the Contract</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 (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).</p>
<p>Delivery Delays by Contractor</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>
<p>Compliant Products by Contractor</p>	<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>

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	<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. (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/)</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none"> • 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

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

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Texas Comptroller of Public Accounts

Glenn Hegar

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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>)