EXHIBIT
"A"

## CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF LIBRARY MATERIALS WITH INGRAM LIBRARY SERVICES, INC.

THE STATE OF TEXAS	8
CITY OF ROUND ROCK	§ KNOW ALL BY THESE PRESENTS: §
COUNTY OF WILLIAMSON	Š
COUNTY OF TRAVIS	§
THAT THIS AGREEMENT for the	purchase of materials for the City's Public Library
(referred to herein as the "Agreement"), is	made and entered into on this the day of the
month of, 2019 by and bet	ween the CITY OF ROUND ROCK, a Texas home-
	at 221 East Main Street, Round Rock, Texas 78664-
5299 (referred to herein as the "City"), ar	nd INGRAM LIBRARY SERVICES, INC., whose

## **RECITALS:**

offices are located at Mail Stop 623, One Ingram Boulevard, La Vergne, Tennessee 37086

WHEREAS, City desires to purchase materials for the City's Public Library, and City desires to procure same from Vendor; and

WHEREAS, Vendor agrees to provide City with library materials; and

WHEREAS, City is a member of Texas Smartbuy Cooperative and Vendor is an approved Texas Smartbuy Cooperative Vendor; and

WHEREAS, the City desires to purchase certain goods from Vendor through Texas Smartbuy Cooperative Contract No. 715-M2 to receive pricing as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

## NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

THE STATE OF TEXAS

(referred to herein as "Vendor").

## 1.01 **DEFINITIONS**

- A. Agreement means the binding legal contract between City and Vendor whereby Vendor is obligated to sell specified goods and City is obligated to pay for said goods. The Agreement includes the attached exhibit.
  - B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.
- D. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
  - E. Goods mean the specified supplies, materials, commodities, or equipment.

## 2.01 EFFECTIVE DATE; TERM

- A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.
  - B. This Agreement shall expire on August 31, 2019.
- C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

## 3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## 4.01 ITEMS AWARDED

When taken together with the appended Exhibit "A," this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods described under the attached Exhibit "A" at the sole request of the City. Vendor shall provide the goods in

accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## 5.01 CONTRACT AMOUNT

In consideration for the goods set forth in Exhibit "A," City agrees to pay Vendor an amount not-to-exceed One Hundred Twenty-Five Thousand Dollars and No/100 Dollars (\$125,000.00) for the term of this Agreement.

## 6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

## 7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## 8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

## 9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

## 10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

## 11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

## 12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Michelle Cervantes Library Director 216 East Main Street Round Rock, Texas 78664 (512) 218-7010

## 13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: <a href="http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr">http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr</a> insurance 07.20112.pdf.

## 14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

## 15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- A. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

## 16.01 TERMINATION AND SUSPENSION

- A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.
- B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.
- C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.
- D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor

shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## 17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## 18.01 CONFIDENTIALITY

Each party agrees that it will not disclose to any third party or unauthorized personnel any information concerning the customers, trade secrets, methods, processes, procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior consent of the other party unless such disclosure is required by law. The parties recognize and understand that City is subject to the Texas Public Information Act and its duties run in accordance therewith

## 19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

- A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

## 20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the

other party.

## 21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- 1. When delivered personally to the recipient's address as stated in this Agreement; or
- 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

## **Notice to Vendor:**

Ingram Library Services, Inc. Mail Stop 623 One Ingram Boulevard La Vergne, Tennessee 37086

## **Notice to City:**

City Manager 221 East Main Street

AND TO:

Stephen L. Sheets, City Attorney

309 East Main Street

Round Rock, TX 78664

Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

## 22.01 APPLICABLE LAW: ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## 23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

## 24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## 25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## 26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas	Ingram Library Services, Inc.
By:Printed Name:	By: Printed Name: Pamela R. Smith Title: Vice President and General Manager
Date Signed:	Date Signed: December 12, 2018
Attest:  By: Sara L. White, City Clerk	
For City, Approved as to Form:	
By:Stephan L. Sheets, City Attorney	

# CPA Statewide Procurement Division Contract Category No. 715-M2

Publications, Audiovisual Materials, Books And Cataloging Services (Prepared Materials Only)

City of Round Rock, Texas Price Sheet Ingram Library Services Texas Smartbuy Cooperative Contract # 715-M2

The City of Round Rock would like to enter into a contract with Ingram Library Services per the terms of Texas Smartbuy cooperative contract # 715-M2. The City intends to purchase from this contract Publications, Audiovisual materials, Books, and Cataloging Services (Prepared Materials Only).

The contract shall not exceed \$125,000.00 per year for a total not to exceed amount of \$125,000.00

Contract Term: The agreement shall be effective on the date it is signed by both parties and shall expire on August 31, 2019 per the terms of the Pricing will be in accordance with the pricing terms set forth in the Texas Smartbuy Contract. For ease of reference, the Ingram Library Services Contract # 715-M2.

Average discounts from List Price for Texas Smartbuy Contract #715-M2 is set forth below

Web link address for Price List: www.lngramContent.com

# CATEGORY DISCOUNTS

Category Description	Contractor	Contractor Web Site	Public Libraries Category Discount %
Category 1:	Baker & Taylor, LLC	http://www.btol.com	25
Music/Audio Compacts Disc			Average 5%:
Dro-Dorongo	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	25
	Midwest Tape, LLC	http://www.midwesttapes.com	20
	Proquest, LLC	www.ingramcontent.com	
	Taped Editions, Inc.	http://www.tapededitions.com	5
Category 2:	Baker & Taylor, LLC	http://www.btol.com	45.5
Snoken Word/Audio Compact Disc Pre-Recorded	Brodart Co.	http://www.brodartbooks.com	40
The second secon			

Abridged	Complete Book & Media Supply. Inc.	https://www.completebook.com	Average 5%: Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	45.5
	Proguest, LLC	www.ingramcontent.com	
Category 3:	Baker & Taylor, LLC	http://www.btol.com	45.5
Snoken Word / Audio Compact Disc Pre-Recorded	Brodart Co.	http://www.brodartbooks.com	40
Spokell Wold/ Addio Company Districtions			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%: Oty Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	20
	Proquest, LLC	www.ingramcontent.com	
	Taped Editions, Inc.	http://www.tapededitions.com	20
Category 4:	Baker & Taylor, LLC	http://www.btol.com	45.5
Spoken Word/Audio MP3 Format Pre-Recorded	Brodart Co.	http://www.brodartbooks.com	40
Un-Abridged	rel sleen 3 cibesh 0 sleen stellers	mor youdatalamas session //	Average 5%:
	complete book & Wedia Supply, IIIc.	III(bs://www.completebook.com	Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	20
	Midwest Tape, LLC	http://www.midwesttapes.com	20
	Proquest, LLC	www.ingramcontent.com	
_	Taped Editions, Inc.	http://www.tapededitions.com	20
Category 5:			Average 5%:
Digital Audio Books	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	20
Category 6:	Baker & Taylor, LLC	http://www.btol.com	20
oaded	Brodart Co.	http://www.brodartbooks.com	22
ooks	Findaway World, LLC	http://www.findawayworld.com	25
	Ingram Library Services LLC	www.ingramcontent.com	20
	Proguest, LLC	www.ingramcontent.com	
	Taped Editions, Inc.	http://www.tapededitions.com	17
Category 7:	Findaway World, LLC	http://www.findawayworld.com	10
Loaded	Ingram Library Services LLC	www.ingramcontent.com	20
ook Pack Kits	Proquest, LLC	www.ingramcontent.com	
	Taped Editions, Inc.	http://www.tapededitions.com	16
Category 8:	Findaway World, LLC	http://www.findawayworld.com	10
Loaded	Taped Editions, Inc.	http://www.tapededitions.com	16
	Baker & Taylor, LLC	http://www.btol.com	46.5
Adult Trade	Brodart Co.	http://www.brodartbooks.com	46.5

		The state of the s	
Fiction/Non-Fiction Hardbound	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Oth Discounts may apply
			City. Discounts illay apply
	Ingram Library Services LLC	www.ingramcontent.com	47
	Midwest Library Service	http://www.midwestls.com	33
	Proquest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 10:	Baker & Taylor, LLC	http://www.btol.com	40.5
0 Feet + 1-1-6	Brodart Co.	http://www.brodartbooks.com	40
Audit Hade			Average 5%:
Hiction/Non-Fiction Paperback	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
	Ingram Library Somiros 110	www ingramontent com	41
	Midwet Library Service	http://www.midwestls.com	33
	Droggest 110	www.ingramcontent.com	
	Touthook Marchange	https://www.thwarehouse.com	37
	Partition Waleriouse	http://www.comarcineascent	76.5
Category 11:	Baker & Taylor, LLC	nttp://www.utoli.com	40.3
Juvenile Trade	Brodart Co.	http://www.brodartbooks.com	46.5
Fiction/Non-Fiction Hardbound	or whether a state of the state	https://www.rompletehook.rom	Average 5%: Trade in to 45%:
	Collipiete Book & Media Supply, Inc.	Trebally was a constant of the	Qty. Discounts may apply
	Ingramilibrary Services LLC	www.ingramcontent.com	47
	Midwest Library Service	http://www.midwestls.com	33
	Proguest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 12:	Baker & Taylor, LLC	http://www.btol.com	40.5
Livenile Trade	Brodart Co.	http://www.brodartbooks.com	40
Firtion/Non-Fiction Paperback			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	41
	Midwest Library Service	http://www.midwestls.com	33
	Proguest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 13:	Baker & Tavlor, LLC	http://www.btol.com	40.5
Mass Market Danerhark	Brodart Co.	http://www.brodartbooks.com	40
ייין אומואכר מאכן אומואכר מאומוא איני איני איני איני איני איני איני אי			Average 5%:
MACK	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	41
	Midwest Library Service	http://www.midwestls.com	10

200			
	Proquest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 14:	Baker & Taylor, LLC	http://www.btol.com	8
Non-Trade Publication	Brodart Co.	http://www.brodartbooks.com	12
Hardbound			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
•	Ingram Library Services LLC	www.ingramcontent.com	10
	Midwest Library Service	http://www.midwestls.com	15
	Proquest, LLC	www.ingramcontent.com	
Category 15:	Baker & Taylor, LLC	http://www.btol.com	8
Non-Trade Publications	Brodart Co.	http://www.brodartbooks.com	12
Danorhack			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	10
	Midwest Library Service	http://www.midwestls.com	15
	Proquest, LLC	www.ingramcontent.com	
Category 16:	Baker & Taylor, LLC	http://www.btol.com	28.5
OVD Pre-Recorded	Ingram Library Services LLC	www.ingramcontent.com	31.5
	Midwest Tape, LLC	http://www.midwesttapes.com	20
	Proquest, LLC	www.ingramcontent.com	
Category 17:	Baker And Taylor, Inc.	http://www.btol.com	21.5
Adult Library Library Bound	Brodart Co.	http://www.brodartbooks.com	23
Fiction/Non-Fiction			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	15.5
	Midwest Library Service	http://www.midwesttapes.com	20
	Proquest, LLC	www.ingramcontent.com	
Category 18:	Baker & Taylor, LLC	http://www.btol.com	21.5
Invenile Library Bound	Brodart Co.	http://www.brodartbooks.com	23
Fiction/Non-Fiction			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	15.5
	Midwest Library Service	http://www.midwestls.com	20
	Proquest, LLC	www.ingramcontent.com	
Category 19:	Baker & Taylor, LLC	http://www.btol.com	10
1.09.77			

Pre-Bound Hardbound			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	30
	Midwest Library Service	http://www.midwestls.com	10
	Proquest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 20:	Baker & Taylor, LLC	http://www.btol.com	10
Pre-Bound Paperback	Brodart Co.	http://www.brodartbooks.com	23
			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	41
	Midwest Library Service	http://www.midwestls.com	10
	Proquest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 21:	Baker & Taylor, LLC	http://www.btol.com	8
University Press	Ingram Library Services LLC	http://www.brodartbooks.com	12
			Average 5%:
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Trade up to 45%:
			Qty. Discounts may apply
	Ingram Library Services Inc	www.ingramcontent.com	10
	Midwest Library Service	http://www.midwestls.com	15
	Proguest, LLC	www.ingramcontent.com	

# CPA Statewide Procurement Division Contract Category No. 715-M2

# Publications, Audiovisual Materials, Books And Cataloging Services (Prepared Materials Only)

## SERVICES

	a CHI & GHIS CO	2	Contemporary	Table Course	Minimal	Level 1	Level 2	Level 3
service Describtion	CONTRACTOR		Service	i ella selvice	Service	Service	Service	Service
Hardbound Cataloging Services	Baker And Taylor, Inc.	Each	\$1.78	\$1.48	\$0.25		N/A	
	Brodart Co., By Nubro Inc., General Part	Each	\$1.45 - \$4.05	\$1.10 - \$4.50	\$0.25	\$1.50	\$1.50	N/A
	Ingram Library Services Inc	Each	\$1.66	\$1.53	\$0.25	\$0.25	\$0.25	\$1.20
	Midwest Library Service	Each	\$3.20	\$3.00	\$0.75	\$0.00	\$0.75	\$0.45
	Midwest Tape, LLC.	Each			No Charge			
	Proquest, LLC	Each	\$1.41	\$1.28	\$1.00 - \$20.00   \$0.00 - \$1.00   \$1.20	\$0.00 - \$1.00	\$1.20	3.15
Paperback Cataloging Services	Baker And Taylor, Inc.	Each	\$2.14	\$1.84	\$0.25		N/A	
	Brodart Co.	Each	\$3.45	\$3.10	\$0.25	\$1.50	\$1.50	N/A
	Ingram Library Services Inc	Each	\$2.80	\$2.67	\$0.25	\$0.25	\$0.25	\$1.20
	Midwest Library Service	Each	\$4.25	\$4.05	\$0.75	\$0.00	\$0.75	\$0.45
-	Midwest Tape, LLC	Each			No Charge			
	Proquest, LLC	Each	\$2.51	\$2.42	\$1.00 - \$20.00	0.00-1.00	\$1.20	N/A
DVD/CD Cataloging Services	Baker And Taylor, Inc.	Each	\$2.68	\$2.58	\$0.40		N/A	
	Ingram Library Services Inc	Each	\$2.60	\$2.65	\$0.25	\$0.25	\$1.20	\$1.20
	Midwest Tape, LLC	Each	\$0.00	\$3.75	\$0.00	\$0.25	\$1.20	\$6.50
MP3 Cataloging Services	Baker And Taylor, Inc.	Each	\$3.74	\$3.44	\$0.25		N/A	
	Ingram Library Services Inc	Each	\$2.60	\$2.65	\$0.25	\$0.25	\$1.20	\$1.20
_	Midwest Tape, LLC	Each	\$0.00	\$3.75	\$0.00	\$0.25	\$1.20	\$6.50
Digital Audio /Video Cataloging	Baker And Taylor, Inc.	Each	N/A	N/A	\$0.00	No Charge	N/A	ď
Services	Findaway World, LLC	Each	N/A	A	\$0.99		N/A	
22	Midwest Tape, LLC	Each			No Charge			

N/A = Not Available No Charge = No Additonal Charge

# CPA Statewide Procurement Division Contract Category No. 715-M2

# Publications, Audiovisual Materials, Books And Cataloging Services (Prepared Materials Only)

# SERVICE DESCRIPTIONS

# Cataloging Services:

## a. Contemporary

- Mylar jacket for dust covers
- Flexible adhesive cover for paperbacks
- Inflexible adhesive cover-ups
- Re-packaging of audio-visual formats
- Security strip inserted
- Barcode affixed to customer's specifications
- Spine label with Dewey or local call number attached
- . Complete Machine Readable Cataloging (MARC) bibliographic record

## Trend

- Mylar jacket for dust covers
- Plastic adhesive for paperbacks
- Re-packaging of audio-visual formats
- RFID device programmed and attached
- Spine label with Dewey or local call number attached
- 5. Complete MARC bibliographic record
- Minimal: Complete MARC bibliographic record

## Cataloging Levels:

- Level 1: No Customized Service
- . Level 2: Item Conversion Only

No cataloging required.

Requires the online linking of item level, copy specific information to existing appropriate bibliographic records. May involve adding an additional ISBN so that a paperback edition may be added to MARC record

## Level 3: No Charge

Contractor's catalogers will overlay a brief order record with a fully cataloged bibliographic record, using either OCLC or the Contractor's own bibliographic utility as the source of the record.

Contractor will also perform item conversion.

Electronic on-line ordering:

## Ability to build, manage, edit and archive selection lists or Book Carts and to export these lists in MARC format Clear descriptions of publication availability May include but not be limited to the following: Not Yet Published (NYP) for import into local systems. Real time inventory counts Backordered(BO) Searching capabilities by: Out of Print (OP) Out of Stock (OS) **Duplicate Check** ISBN/ISSN **Publisher** Keyword Subject Category Author Dewey Series Title

## CPA Statewide Procurement Division Contract Category No. 715-M2 Publications, Audiovisual Materials, Books And Cataloging Services (Prepared Materials Only)

## City of Round Rock, Texas Price Sheet Ingram Library Services Texas Smartbuy Cooperative Contract # 715-M2

The City of Round Rock would like to enter into a contract with Ingram Library Services per the terms of Texas Smartbuy cooperative contract #715-M2. The City intends to purchase from this contract Publications, Audiovisual materials, Books, and Cataloging Services (Prepared Materials Only).

The contract shall not exceed \$125,000.00 per year for a total not to exceed amount of \$125,000.00

Contract Term: The agreement shall be effective on the date it is signed by both parties and shall expire on August 31, 2019 per the terms of the Contract #715-M2.

Pricing will be in accordance with the pricing terms set forth in the Texas Smartbuy Contract. For ease of reference, the Ingram Library Services

Average discounts from List Price for Texas Smartbuy Contract # 715-M2 is set forth below

Web link address for Price List: www.lngramContent.com

## **CATEGORY DISCOUNTS**

Category Description	Contractor	Contractor Web Site	Public Libraries Category Discount %
Category 1:	Baker & Taylor, LLC	http://www.btol.com	25
Music/Audio Compacts Disc Pre-Recorded	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	25
	Midwest Tape, LLC	http://www.midwesttapes.com	20
	Proquest, LLC	www.ingramcontent.com	
	Taped Editions, Inc.	http://www.tapededitions.com	5
Category 2:	Baker & Taylor, LLC	http://www.btol.com	45.5
Spoken Word/Audio Compact Disc Pre-Recorded	Brodart Co.	http://www.brodartbooks.com	40

Abridged	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	45.5
	Proquest, LLC	www.ingramcontent.com	
Category 3:	Baker & Taylor, LLC	http://www.btol.com	45.5
poken Word/Audio Compact Disc Pre-Recorded	Brodart Co.	http://www.brodartbooks.com	40
Jn-Abridged	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	20
	Proquest, LLC	www.ingramcontent.com	
	Taped Editions, Inc.	http://www.tapededitions.com	20
Category 4:	Baker & Taylor, LLC	http://www.btol.com	45.5
poken Word/Audio MP3 Format Pre-Recorded	Brodart Co.	http://www.brodartbooks.com	40
Un-Abridged	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	20
	Midwest Tape, LLC	http://www.midwesttapes.com	20
	Proquest, LLC	www.ingramcontent.com	ALCOHOL: DELTA SERVICE
	Taped Editions, Inc.	http://www.tapededitions.com	20
Category 5: Digital Audio Books	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	20
ategory 6:	Baker & Taylor, LLC	http://www.btol.com	20
Digital Pre-Loaded	Brodart Co.	http://www.brodartbooks.com	22
All-in-One Audio Books	Findaway World, LLC	http://www.findawayworld.com	25
	Ingram Library Services LLC	www.ingramcontent.com	20
	Proquest, LLC	www.ingramcontent.com	THE STATE OF THE SALES
	Taped Editions, Inc.	http://www.tapededitions.com	17
ategory 7:	Findaway World, LLC	http://www.findawayworld.com	10
Digital Pre-Loaded	Ingram Library Services LLC	www.ingramcontent.com	20
All-in-One Audio Book Pack Kits	Proquest, LLC	www.ingramcontent.com	
	Taped Editions, Inc.	http://www.tapededitions.com	16
Category 8:	Findaway World, LLC	http://www.findawayworld.com	10
Digital Pre-Loaded	Taped Editions, Inc.	http://www.tapededitions.com	16
Category 9:	Baker & Taylor, LLC	http://www.btol.com	46.5
Adult Trade	Brodart Co.	http://www.brodartbooks.com	46.5

Fiction/Non-Fiction Hardbound	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	47
	Midwest Library Service	http://www.midwestls.com	33
	Proquest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 10:	Baker & Taylor, LLC	http://www.btol.com	40.5
Adult Trade	Brodart Co.	http://www.brodartbooks.com	40
Fiction/Non-Fiction Paperback	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	41
	Midwest Library Service	http://www.midwestls.com	33
	Proquest, LLC	www.ingramcontent.com	AND SERVICES OF SECTION
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 11:	Baker & Taylor, LLC	http://www.btol.com	46.5
luvenile Trade	Brodart Co.	http://www.brodartbooks.com	46.5
Fiction/Non-Fiction Hardbound	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	47
	Midwest Library Service	http://www.midwestls.com	33
	Proquest, LLC	www.ingramcontent.com	
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 12:	Baker & Taylor, LLC	http://www.btol.com	40.5
Juvenile Trade	Brodart Co.	http://www.brodartbooks.com	40
Fiction/Non-Fiction Paperback	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	41
	Midwest Library Service	http://www.midwestls.com	33
	Proquest, LLC	www.ingramcontent.com	STATE OF THE STATE
	Textbook Warehouse	https://www.tbwarehouse.com	37
Category 13:	Baker & Taylor, LLC	http://www.btol.com	40.5
Mass Market Paperback	Brodart Co.	http://www.brodartbooks.com	40
Rack	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	41
	Midwest Library Service	http://www.midwestls.com	10

	Proquest, LLC	www.ingramcontent.com	是 特世 A 20 2 5 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Textbook Warehouse	https://www.tbwarehouse.com	37
ategory 14:	Baker & Taylor, LLC	http://www.btol.com	8
Non-Trade Publication	Brodart Co.	http://www.brodartbooks.com	12
Hardbound	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	10
	Midwest Library Service	http://www.midwestls.com	15
	Proquest, LLC	www.ingramcontent.com	<b>以为对于1000000000000000000000000000000000000</b>
Category 15:	Baker & Taylor, LLC	http://www.btol.com	8
Non-Trade Publications	Brodart Co.	http://www.brodartbooks.com	12
Paperback	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	10
	Midwest Library Service	http://www.midwestls.com	15
	Proquest, LLC	www.ingramcontent.com	STATE OF STREET, THE SE
Category 16:	Baker & Taylor, LLC	http://www.btol.com	28.5
Audiovisual DVD Pre-Recorded Feature/Non-Feature Films	Ingram Library Services LLC	www.ingramcontent.com	31.5
	Midwest Tape, LLC	http://www.midwesttapes.com	20
	Proguest, LLC	www.ingramcontent.com	<b>产业企业技术的企业</b>
Category 17:	Baker And Taylor, Inc.	http://www.btol.com	21.5
Adult Library Library Bound	Brodart Co.	http://www.brodartbooks.com	23
Fiction/Non-Fiction	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	15.5
	Midwest Library Service	http://www.midwesttapes.com	20
	Proquest, LLC	www.ingramcontent.com	表示。2018年12日4月
Category 18:	Baker & Taylor, LLC	http://www.btol.com	21.5
Juvenile Library Bound	Brodart Co.	http://www.brodartbooks.com	23
Fiction/Non-Fiction	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply
	Ingram Library Services LLC	www.ingramcontent.com	15.5
	Midwest Library Service	http://www.midwestls.com	20
	Proquest, LLC	www.ingramcontent.com	
Category 19:	Baker & Taylor, LLC	http://www.btol.com	10

Pre-Bound Hardbound	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply		
	Ingram Library Services LLC	www.ingramcontent.com	30		
	Midwest Library Service	http://www.midwestls.com	10		
anti	Proquest, LLC	www.ingramcontent.com	SECTION NAMED SECTIONS		
	Textbook Warehouse	https://www.tbwarehouse.com	37		
Category 20:	Baker & Taylor, LLC	http://www.btol.com	10		
Pre-Bound Paperback	Brodart Co.	http://www.brodartbooks.com	23		
	Complete Book & Media Supply, Inc. https://www.completebook.com		Average 5%: Trade up to 45%: Qty. Discounts may apply		
	Ingram Library Services LLC	www.ingramcontent.com	41		
	Midwest Library Service	http://www.midwestls.com	10		
	Proquest, LLC	www.ingramcontent.com			
	Textbook Warehouse	https://www.tbwarehouse.com	37		
Category 21:	Baker & Taylor, LLC	http://www.btol.com	8		
University Press	Ingram Library Services LLC	http://www.brodartbooks.com	12		
	Complete Book & Media Supply, Inc.	https://www.completebook.com	Average 5%: Trade up to 45%: Qty. Discounts may apply		
	Ingram Library Services Inc	www.ingramcontent.com	10		
	Midwest Library Service	http://www.midwestls.com	15		
	Proguest, LLC	www.ingramcontent.com	HER LAND SHOW THE		

## CPA Statewide Procurement Division Contract Category No. 715-M2

Publications, Audiovisual Materials, Books And Cataloging Services (Prepared Materials Only)

SERVICES

Service Description	CONTRACTOR	иом	Contemporary Service	Trend Service	Minimal Service	Level 1 Service	Level 2 Service	Level 3 Service	
Hardbound Cataloging Services	Baker And Taylor, Inc.	Each	\$1.78	\$1.48	\$0.25	N/A			
	Brodart Co., By Nubro Inc., General Part	Each	\$1.45 - \$4.05	\$1.10 - \$4.50	\$0.25	\$1.50	\$1.50	N/A	
	Ingram Library Services Inc	Each	\$1.66	\$1.53	\$0.25	\$0.25	\$0.25	\$1.20	
	Midwest Library Service	Each	\$3.20	\$3.00	\$0.75	\$0.00	\$0.75	\$0.45	
	Midwest Tape, LLC.	Each	No Charge						
	Proquest, LLC	Each	\$1.41	\$1.28	\$1.00 - \$20.00	\$0.00 - \$1.00	\$1.20	3.15	
Paperback Cataloging Services	Baker And Taylor, Inc.	Each	\$2.14	\$1.84	\$0.25				
	Brodart Co.	Each	\$3.45	\$3.10	\$0.25	\$1.50	\$1.50	N/A	
	Ingram Library Services Inc	Each	\$2.80	\$2.67	\$0.25	\$0.25	\$0.25	\$1.20	
	Midwest Library Service	Each	\$4.25	\$4.05	\$0.75	\$0.00	\$0.75	\$0.45	
	Midwest Tape, LLC	Each	No Charge						
	Proquest, LLC	Each	\$2.51	\$2.42	\$1.00 - \$20.00		\$1.20	N/A	
DVD/CD Cataloging Services	Baker And Taylor, Inc.	Each	\$2.68	\$2.58	\$0.40 N/A				
	Ingram Library Services Inc	Each	\$2.60	\$2.65	\$0.25	\$0.25	\$1.20	\$1.20	
	Midwest Tape, LLC	Each	\$0.00	\$3.75	\$0.00	\$0.25	\$1.20	\$6.50	
MP3 Cataloging Services	Baker And Taylor, Inc.	Each	\$3.74	\$3.44	\$0.25	N/A			
	Ingram Library Services Inc	Each	\$2.60	\$2.65	\$0.25	\$0.25	\$1.20	\$1.20	
	Midwest Tape, LLC	Each	\$0.00	\$3.75	\$0.00	\$0.25	\$1.20	\$6.50	
Digital Audio /Video Cataloging	Baker And Taylor, Inc.	Each N/A N		N/A	\$0.00	No Charge N/A			
Services	Findaway World, LLC	Each	N	N/A \$0.99 N/A					
	Midwest Tape, LLC	Each	No Charge						

N/A = Not Available No Charge = No Additional Charge

## CPA Statewide Procurement Division Contract Category No. 715-M2

## Publications, Audiovisual Materials, Books And Cataloging Services (Prepared Materials Only)

## **SERVICE DESCRIPTIONS**

## Cataloging Services:

- a. Contemporary
  - 1. Mylar jacket for dust covers
  - 2. Flexible adhesive cover for paperbacks
  - 3. Inflexible adhesive cover-ups
  - 4. Re-packaging of audio-visual formats
  - 5. Security strip inserted
  - 6. Barcode affixed to customer's specifications
  - 7. Spine label with Dewey or local call number attached
  - 8. Complete Machine Readable Cataloging (MARC) bibliographic record

### b. Trend:

- 1. Mylar jacket for dust covers
- 2. Plastic adhesive for paperbacks
- 3. Re-packaging of audio-visual formats
- 4. RFID device programmed and attached
- 5. Spine label with Dewey or local call number attached
- 6. Complete MARC bibliographic record
- c. Minimal: Complete MARC bibliographic record

### Cataloging Levels:

- a. Level 1: No Customized Service
- b. Level 2: Item Conversion Only

No cataloging required.

Requires the online linking of item level, copy specific information to existing appropriate bibliographic records. May involve adding an additional ISBN so that a paperback edition may be added to MARC record.

c. Level 3: No Charge

Contractor's catalogers will overlay a brief order record with a fully cataloged bibliographic record, using either OCLC or the Contractor's own bibliographic utility as the source of the record.

Contractor will also perform item conversion.

## Electronic on-line ordering:

May include but not be limited to the following:

- a. Real time inventory counts
- Ability to build, manage, edit and archive selection lists or Book Carts and to export these lists in MARC format for import into local systems.
- c. Searching capabilities by:
  - 1. Title
  - 2. Author
  - 3. Dewey
  - 4. ISBN/ISSN
  - 5. Publisher
  - 6. Series
  - 7. Keyword
  - 8. Duplicate Check
  - 9. Subject
  - 10. Category
- d. Clear descriptions of publication availability
  - 1. Backordered(BO)
  - 2. Not Yet Published (NYP)
  - 3. Out of Print (OP)
  - 4. Out of Stock (OS)