



**MASTER SERVICES AGREEMENT #2025-007**  
**Library Books & Print Periodicals**

**THIS MASTER SERVICES AGREEMENT** (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**Ingram Library Services LLC**  
(“**Contractor**”)  
with offices located at  
**Attn: Tammy Spurlock**  
**One Ingram Blvd.**  
**La Vergne, TN 37086**

**ARTICLE I**  
**RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-007 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II**  
**SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by the Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute

a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

## 2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

## 2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

## 2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promotes the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

## ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **January 31, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years, through **January 31, 2030**.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

#### **ARTICLE IV COMPENSATION**

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG's collector of reports and remunerative fees referenced in Section 5.2 of the Master Services Agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.  
6502 Glen Abbey  
Abilene, TX 79606  
[support@civicmarketplace.com](mailto:support@civicmarketplace.com)

#### **ARTICLE V SERVICE FEE**

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

**8.2 Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

## ARTICLE IX GENERAL PROVISIONS

**9.1 Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attn: Charlie Oberrender  
(817) 695-9289  
[coberrender@nctcog.org](mailto:coberrender@nctcog.org)

If to Contractor:

**Ingram Library Services LLC**  
**Attn: Tammy Spurlock**  
**One Ingram Blvd.**  
**La Vergne, TN 37086**  
**(615) 213-3539**  
[tammy.spurlock@ingramcontent.com](mailto:tammy.spurlock@ingramcontent.com)

Contractor's sales contact (if different from above):

**Name:** Karen Peck, Senior Sales Representative  
**Email:** karen.peck@ingramcontent.com  
**Phone:** 214-232-7898

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Minimum Required Limits:

\$1,000,000 per Occurrence;

\$3,000,000 General Aggregate

Commercial General Liability Policy Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, pandemic, epidemic, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

## **ARTICLE X ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

**10.9 Drug-Free Workplace.** Contractor shall provide a drug free workplace and maintain a drug free policy that is substantially similar to the Drug Free Workplace Act of 1988.

**10.10 Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

**10.11 Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG and will set forth what efforts it has made to obtain the information.

**10.12 Deleted**

**10.13 Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

#### **10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts**

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

#### **10.15 House Bill 89 Certification**

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

#### **10.16 Certification Regarding Disclosure of Conflict of Interest.**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

"No employee of the contractor, no member of the contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents".

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

#### **10.17 Certification of Fair Business Practices**

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

#### **10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

#### **10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

#### **10.20 Discrimination Against Firearms Entities or Firearms Trade Associations**

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

#### **10.21 Boycotting of Certain Energy Companies**


Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements

down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 Domestic Preference

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Ingram Library Services LLC



March 17, 2025

SignatureDate

Carolyn Morris

Printed Name

Vice President

Title

North Central Texas Council of Governments

Signed by:



3/19/2025

SignatureDate

R. Michael Eastland  
Executive Director

**APPENDIX A**  
**Statement of Work**

**EXHIBIT 4**  
**QUESTIONNAIRE 2025-009**

Please answer the following questions using this questionnaire. You may use additional pages or attachments where necessary but please number them to correspond with the questions you are answering.

**5.1 Technical Specifications**

5.1.1 Do you make available selection lists online and allow online ordering?

[Please see narrative proposal for response.](#)

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5.1.2 How do you handle claims against orders? Can they be done online?

[Please see narrative proposal for response.](#)

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5.1.3 Can invoices be processed online?

[Yes. Customers can access invoices online, via ipage, at any time after shipment of an order. Customers can also pay invoices online via ipage or electronic funds transfer \(EFT\).](#)

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5.1.4 Describe your approach to customer service:

[Please see narrative proposal for response.](#)

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5.1.5 Describe in detail how your ordering process works.

[Ingram accepts electronic ordering via email attachment or via ipage. Please send emails with attached orders to: IL.S.orders@ingramcontent.com. When ready to place an order via ipage, simply click the "Standard Order" button on that list. ipage then prompts users to complete additional orders details, such as shipping instructions, warehouse selecton, backorder instructions, PO number, etc.](#)

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5.1.5.1 Is the customer limited to ordering off a pre-selected list?

[Absolutely not! With inDemand, our lease alternative service, you can order from our inDemand lists and/or from from our entire catalog to create your own lists within ipage, our online collection development and ordering tool.](#)

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5.1.5.2 Can a customer order off-list? Are there additional factors for ordering off-list?

[Yes! With inDemand, you can order from our entire catalog of over 13 million unique titles.](#)

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5.1.6 Do you provide processed, shelf-ready materials that meet the following cataloguing requirements:

5.1.6.1 Do you include a mylar book jacket, a barcode, and a white spine label?

[Yes. Please see narrative proposal for information.](#)

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5.1.6.2 Is there an ability to create custom call numbers?

[The inDemand program does not allow for custom call numbers.](#)

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5.1.6.3 Are there free vendor records for materials available to download?

[Yes.](#)

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5.1.6.4 Do you work with OCLC as an OCLC Cataloguing Partner?

[Yes, OCLC is an Ingram cataloging partner.](#)

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5.1.6.5 Do you provide enhanced records with expanded customization as a purchase option?

[No. Our inDemand plan includes best available MARC record \(to include local call number and/or item record if requested by customer\).](#)

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5.1.7 Are shipping costs included in pricing?

[Yes. Please see narrative proposal for more information.](#)

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5.1.8 Explain your size of inventory, approximate turnaround time for orders, and shipping carried used:

[Please see narrative proposal for response.](#)

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5.1.9 Is priority given to lease titles, including a separate production line? Please explain.

[Yes. All titles on the inDemand title lists are priority titles with a separate production line to help expedite orders.](#)

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5.1.10 Explain the percentage of rentals the Customer is allowed to retain in house during the rotation period.

[Please see narrative proposal for response.](#)

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5.1.11 Explain the overall retention percentage.

[InDemand involves no retention percentage. Please see narrative proposal for our response to question 5.1.10 above.](#)

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5.1.12 Describe how allotment reporting and returns will be conducted.

[With inDemand, our lease alternative plan, customers own all copies of titles they order. No allotment reporting is involved. When a library no longer needs the received number of copies of a title, it simply sends withdrawn copies to BetterWorldBooks or to Thriftbooks, Ingram's inDemand partners. Please see narrative proposal for more information.](#)

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5.1.13 What is your policy for lost, damaged, or stolen materials?

[When customers purchase books on inDemand, they own those books. Ingram is not responsible for books that become lost or that are damaged or stolen after delivery to the Library.](#)

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5.1.14 Provide any other pertinent information about your program not already covered.

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5.1.15 Describe your experience and expertise in the distribution of print periodical subscriptions to public libraries: **N/A**

Ingram submits a No Bid for periodicals.

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5.1.16 Describe your ordering process. Do you offer an online system where libraries can select desired titles for subscription or renewal with pricing options? Under what circumstances would additional fees/charges be applied?

For information on ipage, our ordering and collection development tool, please see our narrative proposal for our full response to question 5.1 above.

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5.1.17 Describe your system of adjustments, claims, cancellations, and credits for cancellations.

ipage users can cancel backorders via ipage. To cancel an individual line item from an open order, or an entire purchase order (if no line items have already been filled), please contact your Sales Representative, or Customer Care at [ilscustomersupport@ingramcontent.com](mailto:ilscustomersupport@ingramcontent.com).

Time is of the essence in terms of cancellations after customers have placed an order. It's essential that a Library representative notify their Sales Rep as soon as possible, and we will then try to cancel the order (or individual line items). We cannot guarantee that we'll be able to do so.

5.1.18 How many titles does your serials list contain? N/A

Ingram submits a No Bid for periodicals.

5.1.19 Are you able to supply some popular magazines in the Spanish and Asian languages? N/A

Ingram submits a No Bid for periodicals.

5.1.20 Do you agree to service all applicable titles except those designated by publisher as “must order direct”?

Ingram agrees to service all applicable titles in print and available from the publisher. Should a library order titles Ingram doesn't carry, we attempt to order the books, if available, through standard U.S. wholesale channels. Turnaround time for these titles depends on publisher availability. However, we estimate a turnaround time of one to three weeks for available items and sixty to ninety days on special order items unavailable from the publisher at the time of order.

5.1.21 Provide any other pertinent information about your program not already covered.

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5.2 Project Related Experience and Qualifications

5.2.1 Provide a general explanation of your company leadership and how the client care team will interface with the Customer team personnel.

See narrative proposal for response.

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5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer?

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5.2.3 Any major requirements of the RFP that cannot be met by your firm?

[Ingram cannot provide periodicals/magazines.](#)

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5.2.4 List the business location(s) out of which your firm’s team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

[See narrative proposal for response.](#)

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5.2.5 Provide an overview of proposing firm’s organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

[See narrative proposal for response.](#)

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5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?

[Please see narrative proposal for response.](#)

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5.2.7 Include a list of at least five (5) similar contracts awarded within the last 5 years.

- [1. Fort Worth Public Library, Fort Worth, Texas](#)
- [2. Austin Public Library, Austin, Texas](#)
- [3. Houston Public Library, Houston, Texas](#)
- [4. Bryan & College Station Public Library System, Bryan, Texas](#)
- [5. Temple Public Library, Temple, Texas](#)

5.2.8 Identify any contracts within the past three years that have been terminated due to non-performance.

[No Ingram contracts have terminated due to Ingram non-performance.](#)

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5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

[Please see narrative proposal for nformation on our No-Hassle Returns policies in our response to question 5.1.2.](#)

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**SECTION 5: SPECIFICATIONS****TAB A - COVER PAGE & STATEMENT OF UNDERSTANDING**

Ingram Library Services LLC understands that the purpose of this RFP is to solicit responses that result in a contract with one or more vendor(s) qualified to provide one or more categories of the goods or services.

Ingram also understands the work to be done and the desired deliverables requested in this solicitation.

**TAB B - KEY PERSONNEL**

We note that you request names and contact information of Ingram associates who would perform work on this account if NCTCOG were to award Ingram. As you may be aware, privacy laws applicable to NCTCOG and to Ingram Library Services LLC significantly restrict the disclosure of personal information.

To ensure compliance with such laws, we herein provide the professional titles and general roles of our associates who would fulfill this bid. If NCTCOG awards Ingram this RFP, we will then provide appropriate names and contact information.

**Project Manager**

NCTCOG's project manager will be Ingram's Senior Sales Representative for the state of Texas. The Senior Sales Representative is an experienced account manager with a Master of Library Science degree from Texas Woman's University, she has worked in the library industry for 20 years as a school librarian and account manager helping public libraries throughout Texas, Louisiana, Oklahoma, Mississippi, Arkansas, and New Mexico. She is skilled in customer relations and business development for Texas, New Mexico, Oklahoma, Louisiana, and Mississippi.

**TAB C - REFERENCES**

- 1. Arlington Public Library**  
Attn: Nancy Ness  
200 N Cooper St  
Arlington, TX 76011-7406  
[nancy.ness@arlingtontx.gov](mailto:nancy.ness@arlingtontx.gov)  
(817) 459-6929

**2. Austin Public Library**

Christina Nelson, Customer Access Division Manager

710 W Sesar Chavez Street

Austin, TX 78701

[christina.nelson@austintexas.gov](mailto:christina.nelson@austintexas.gov)

512- 974-7427

**3. Temple Public Library**

Natalie McAdams, Director

100 West Adams Avenue

Temple, TX 76501-8402

[nmcadams@templetx.gov](mailto:nmcadams@templetx.gov)

(254) 298-5707

**4. Waco-McLennan County Library**

1717 Austin Ave.

Waco, TX 76701

[crystalw@wacotx.gov](mailto:crystalw@wacotx.gov)

(254) 750-5941

**TAB D - PROJECT-RELATED EXPERIENCE AND QUALIFICATIONS, SECTION 5.2 - EXHIBIT 4****Responses from Exhibit 4**

5.2.1 Provide a general explanation of your company leadership and how the client care team will interface with the Customer team personnel.

Ingram is a knowledge-based service company, and while we recognize that our investment in modern technology is of great value to our customers, our greatest asset is our employees. Every commitment, skill, feature and benefit we offer depends on the quality of our staff. Ingram believes that the single most important task of a company manager is to hire, train and retain the best people.

Ingram has built a talented, experienced staff of Associates dedicated to library service, including Collection Development and Technical Services Associates. Ingram Content has a staff of more than 3,528 Associates, including in Customer Care, Product, Operations, Transportation & Shipping, and Warehouse Associates who pick and pack orders.

Ingram Library Services has 30 master's-degreed **librarians on staff**. They all have years of experience working in and with libraries, and the Collection Development librarians have a minimum of five years of collection development experience in public libraries.

### Ingram Senior Management Staff

Ingram Library Services' Senior Staff members will serve in both advisory and hands-on capacities to ensure that the contract runs smoothly from start to finish. Titles and brief job descriptions of key positions are as follows:

**Vice President, Ingram Library Services.** Oversees and leads Sales, Marketing, Technical and Value-added Services and our Collection Development teams with a unique 360-degree library perspective for Public and K-12 Libraries.

**Director of Library Operations.** Manages the Bids and Contracts, Sales Analysis, and Account Services Development teams.

**Director, Collection and Metadata Development:** Leads the Collection Development and Cataloging teams of librarians and expert administrators to create and provide services to help customers discover titles, balance collections, and get titles into the hands of patrons. (Ann)

**Manager of Credit for Libraries.** Upon notification of award and establishing required accounts for the Library, assigns a Credit Representative for your account.

**Vice President of Customer Care.** Based in our Tennessee headquarters, with immediate access to all Executive staff for any service issues requiring escalation. Together with the Supervisor of Customer Care, the Customer Care team handles any issues that may arise with the Library's accounts.

### Sales Leadership

**Senior Sales Representative for libraries in the state of Texas.** Serves as the primary contact for all Ingram services. Provides an on-site relationship to monitor progress and trouble-shoot potential issues, making selection, ordering, and receiving materials simple and hassle-free.

**Inside Sales Representative.** Assigned to the Library to provide an additional level of sales support.

**Manager, Sales** has 8+ years of experience assisting Ingram's library customers. Leads a team of Inside Sales Representatives that dedicate their time to supporting Public, K-12, and academic libraries.

### Library Technical Services and EDI Leadership

**Senior Manager, Technical Services.** Oversees the Library Account Services and Client Integration teams.

**Manager, Opening Day Collections.** Serves as the primary contact and project manager for all opening day/special projects and facilitates all aspects of customer's project from an account profile setup and operations standpoint. They work closely with all internal stakeholders to help move projects forward to a successful implementation.

**Supervisor, Technical Services.** Oversees the Technical Services team responsible for establishing and maintaining all accounts, including ensuring customers' cataloging and processing profiles are correctly and promptly entered in our BookMARC cataloging system. Once the Library's accounts are established and orders are successfully proceeding, they become the Library's primary contact for cataloging and processing matters.

**Manager, ILS Systems** is the point of contact for setting up your ILS System connections and all our EDI Service offerings.

**Senior Technical Services Specialist.** Assists in establishing and maintaining EDI ordering streams, as well as helping to resolve customer issues involving EDI, ipage, and interfacing with library automation systems.

#### Collection and Metadata Development Leadership

**Manager, Collection Development Curation.** Manages a staff of eight librarians responsible for creating lists for ipage, Opening Day Collections, iCurate *Coming Soon*, iCurate *Core*, iCurate *inClusive*, the hand-selected New Title Notification/Standing Order Programs, ongoing custom lists, and more.

**Collection Development Analysis Manager.** Supports the Collection Development team through managing and analyzing data, report creation, processing customer holdings data, and pulling relevant product metadata for ODC lists.

**Supervisor, Cataloging.** Supervises cataloging librarians responsible for creating original MARC records and upgrading other records. They also work with the processing and development teams to ensure customers receive accurate records and processing on their materials on time.

How the client care team will interface with the Customer team personnel.

#### **Implementation Overview**

We assign the management of every new integration/onboarding project to a **Client Integration Specialist**. Customers work with their assigned Client Integration Specialist throughout the onboarding process, from submission of specifications to setup completion.

Our Client Integration Specialists have a combined 60+ years in the library market specifically handling the complexities of onboarding cataloging and processing. The Supervisor, Account Services supervises the Client Integration Specialist.

**Interface with Library ILS**

- Ingram has a team of EDI Specialists, supervised by the Manager, ILS Systems, each of whom is available to assist with information-sharing, order testing, and EDI POA/Invoice setup to ensure ability to submit orders and other transactions via electronic data interchange.
- Ingram's EDI team, information-sharing and order-testing exercise is who are involved in setting up SDPL accounts to allow you to submit orders and carry out other activities through electronic data interchange.
- Client Integration Specialist coordinates with the Ingram EDI team during this process to help ensure correct setup and operation of your EDI requirements.

**Collection Development Profiles**

- For selection support services, including standing orders and continuations, we establish your unique account profile requirements.
- Ingram MLS-degreed Collection Development Librarians, highly knowledgeable of our offerings and capabilities, lead this review process.

**Training**

- We provide ipage training for your staff unfamiliar with ipage or who request a review of ipage functions.
- Your Senior Sales Representative coordinates on-site training sessions with Library staff while your Inside Sales Representative provides remote "WebEx" training.

**Account Management**

- During and after the set-up, profiling, and training process, you receive the ongoing involvement of your Senior Sales and Inside Sales Representatives. They will be the primary conduits of communication between your staff and various Ingram Departments, such as Client Integration, Credit and Customer Service.

**Departmental Management**

- The Ingram Library Services leadership team, which includes department heads from Operations, Technical Services, Sales, and Collection Development meet regularly to monitor the progress of account setup throughout the implementation process and assist the Client Integration Specialist as required to ensure efficient, timely completion.

**Review Meetings**

- Throughout the term of the contract, Ingram arranges review meetings with you to revisit contract performance and and/or to discuss service developments as they arise. We strongly encourage these annual service meetings, as they ensure all procedures in place are being carried out in a timely manner and to the customer's requirements.

5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

Ingram Library Services enjoys the benefit of being part of one of the largest wholesale distributors of book-related product in the world, including physical book distribution and print on demand solutions. As such, we have established publisher relationships, inventory, and infrastructure in place to provide our customers with an unparalleled speed of delivery.

Ingram operates four regional distribution centers, totaling more than 1.7 million square feet and employing over **3,528** associates. We ship over **100,000,000+** units across the nation annually. Having multiple distribution centers allows us to maintain the on-hand inventory required to meet fill rates and to provide fast turn times - as little as 24 hours from order placement to delivery.



Ingram Library Services LLC is headquartered in La Vergne, Tennessee, where our Inside Sales, Customer Care, Collection Development, Custom Cataloging and Processing, and Executive and Sales staff are located.

**Name and address of firm**

Ingram Library Services LLC  
One Ingram Blvd.  
P.O. Box 3006  
La Vergne, TN 37086-1986  
Telephone No. (615) 793-5000  
Fax: 615-213-5196

Email: [ilsbids@ingramcontent.com](mailto:ilsbids@ingramcontent.com)

URL: <http://www.ingramcontent.com/pages/libraries.aspx>

ipage: [www.ipage.ingramcontent.com](http://www.ipage.ingramcontent.com)

**Official Representative: Carolyn Morris, Vice President**

5.2.5 Provide an overview of proposing firm's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

Ingram Content Group LLC is a privately held, family-owned corporation and part of the long tradition of successful companies built by the Ingram family of Nashville, Tennessee. Dedicated to helping content reach its destination by providing a broad range of physical and digital services to the book industry, Ingram Content Group has been a partner to librarians, educators, publishers, and booksellers for over five decades.

Ingram has multiple operating units, each focused on a specific area of the book industry, such as retailers, publishers, educators, and libraries. These operating units are Ingram Book Group LLC, including Ingram International and Spring Arbor Distributors®, Lightning Source LLC, Ingram Library Services LLC, Ingram Publisher Services LLC, and Tennessee Book Company LLC.

**Ingram Library Services LLC**

To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer "one-stop shopping" for our library customers.

Ingram provides librarians with immediate access to the largest selection of books, spoken word audio, DVD/Blu-ray titles, music CDs and other book-related products in the industry. Our full range of library value-added services includes comprehensive Collection Development support, Standing Order and Continuations programs, as well as shelf-ready cataloging and processing services customized to the library's specifications for print materials.

**Top Ten Major Clients**

Clark County School District  
YBP Library Services  
Chicago Public Library  
New York Public Library  
Multnomah County Library  
Santa Clara County Library District  
Seattle Public Library  
Queens Public Library  
Wake County Public Libraries  
Denver Public Library

5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?
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**Invoices**

Ingram invoices for product as soon as we ship said product. After receiving an order, we ship all titles currently in stock. We then place on backorder (for the length of time you specify" any remaining titles we typically carry.

Invoices list information for each title in the following order:

1. quantity ordered and shipped
2. author
3. title
4. publisher
5. ISBN/EAN
6. Unit list price
7. Discount
8. Unit net price
9. Extended price

We list invoice items alphabetically by author or title, per your request. All invoices include an invoice number and date, order entry number, and Ingram's Federal ID number. They also include Library name, ship to and billing account addresses and numbers, and purchase order number (can be up to 22 characters in length). Order data includes shipping warehouse and location, carrier, ship date, number of cartons, and total weight of order.

Invoices also include a code for each binding type. Books with library binding, for example, might have notation LIB after the title.

**ipage® Invoices**

Customers can access their invoices online via ipage® our web-based selection, ordering, and account management tool. With ipage, you can view and print invoices on demand as soon as they appear in ipage.

**Payment Terms**

Payment terms under this contract shall be NET 30 EOM. We require payment for invoices within these terms for purchase orders completed or not completed.

While other vendors demand payment from invoice date, we calculate our terms on statement date at the end of each month. With payment due 30 days from statement date, your payment is due an average of 45 days from invoice (30-59 days).

You must report invoice discrepancies to Ingram within 30 days of the invoice date. All discrepancy reports must include an invoice number and date of invoice. Discrepancies reported after 30 days from invoice date do not receive adjustment.

**Payment methods**

Ingram has multiple payment methods, including Electronic Funds Transfer, online payment through ipage® via bank account, or check. We are happy to review your current payment procedures with Ingram and discuss any changes you may wish to make for your accounts. We accept credit card payment currently, though a service fee may apply.

**Electronic Funds Transfer**

EFT is a method by which ipage® customers can pay invoices online by direct bank draft. All data transferred to your browser is encrypted using the Internet protocol, Secure Socket Lay (SSL.) SSL is a protocol designed to provide privacy between a Web client and a Web server by encrypting all data sent between your Web Browser and the ipage® server.

EFT allows you to pay your entire statement online, or you can pay specific, individual items. You can view information on any electronic payment detail for the last 45 days.

Only the ipage® Administrator and the Accounts Payable designate have access to this function. Note that EFT is set up to allow only one Library staff member at a time to use the function. When one user leaves the EFT function, another Library-designated staff will be able to use EFT.

**Pay Online via Bank Account**

Payments can be made electronically on ipage® through a bank account(s) profiled on the account. Pay Online Easy Clicks include Pay Amount Due, Pay Total Balance, Pay Individual Items Only, Recent or Pending Electronic Payments, and Change Bank Account. All financial transactions processed on ipage® utilize SSL encryption.

**Check**

Ingram accepts payments by check. To ensure proper credit to your account, please indicate on the check your Ingram account number and invoice number(s) you wish to pay. Send payment checks to the Post Office Box listed on your invoice. This is a remittance-only address, and no other correspondence should be sent to this P.O. Box.

Cut Along Broken Line	
<b>INGRAM</b> INGRAM LIBRARY SERVICES P. O. BOX 277616 ATLANTA, GA 30384-7616 1-800-337-5300 OPTION 1	
IF PREPAID, PLEASE DISREGARD IF PAYING BY INVOICE PLEASE RETURN THIS PORTION WITH PAYMENT	
INVOICE DATE	09/29/2017
OE #	N8 HL
ACCOUNT #	204
INVOICE #	9161
AMOUNT DUE	62.54

Remittance Address for sending payment by check

**PO Box 277616  
Atlanta, GA 30384-7616**

## TAB E - TECHNICAL PROPOSAL, SECTION 5.1 - EXHIBIT 4

Please see technical proposal included in our responses to questions in Exhibit 4, attached.

**Responses from Exhibit 4****5.1 Technical Specifications****5.1.1 Do you make available selection lists online and allow online ordering?**

Yes. You can order online, via email, EDI, or via ipage, our online collection development and ordering tool.

**ipage®**

ipage is Ingram's online collection development and ordering tool for librarians, combining the industry's largest inventory with complete title information, including pre-pub metadata, collection development resources, reviews, and real-time stock check. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-to-use ordering capabilities and other features **at no cost for unlimited concurrent users**.

You can access ipage at <https://ipage.ingramcontent.com>. Via ipage, you can access and manage your library's account (s) specific information, at your convenience, **24 hours a day, 7 days a week**. **\*\*We are happy to provide NCTCOG with test ipage accounts for evaluators when needed\*\***



As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a wide array of publicity and product news sources. ipage features include:

- ❖ Simple search by Title, ISBN, Author, Keyword, Series, Dewey®, and more
- ❖ Ingram stock information and real-time stock check
- ❖ Title descriptions
- ❖ Physical Information, LC Subjects, LCCN, Dewey
- ❖ Ability to create, edit, download, and/or order lists by clicking titles within ipage, importing a document to ipage, or pasting EANs into ipage.

- ❖ Ability to sort by Author, Title, Binding, Dewey, ISBN, Price, Pub Date, Publisher, Standard Retail Price, Ingram Demand, and more
- ❖ List sharing options
- ❖ Option to download brief MARC order records
- ❖ Ordering and order status information
- ❖ Account management and reports
- ❖ ipage selection lists created by Ingram staff librarians
- ❖ Current publicity information
- ❖ Online catalogs
- ❖ Annotations and citations
- ❖ Cover images for selected titles
- ❖ Power search
- ❖ Boolean search
- ❖ Saved search
- ❖ Access to search all titles in our Extended database
- ❖ Excerpts for selected titles
- ❖ Journal review citations
- ❖ Full text reviews from selected journals for a nominal annual fee

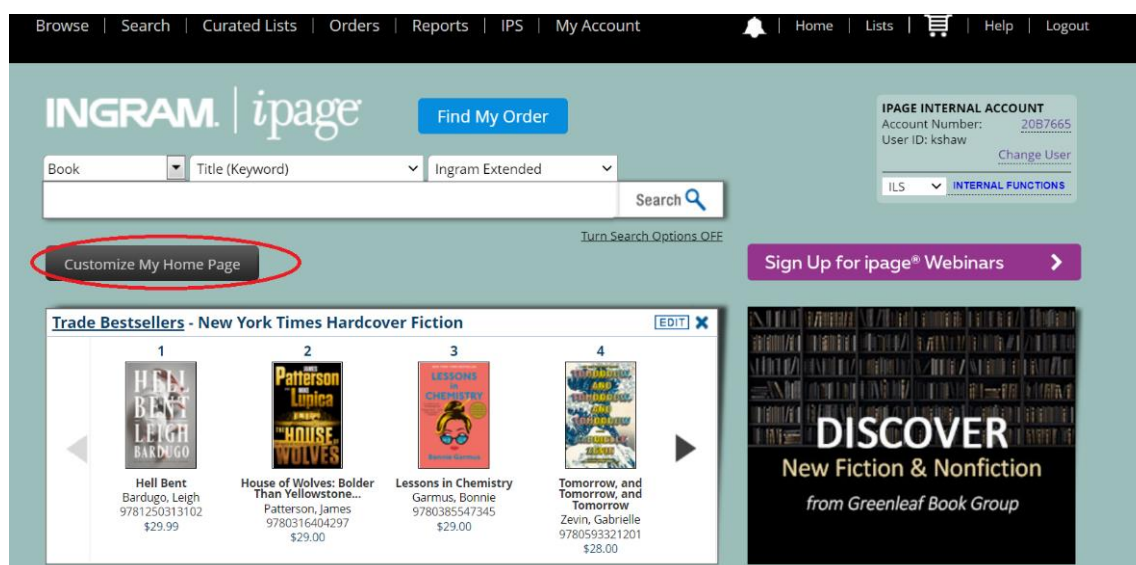
Your ipage accounts are created so that a library-designated administrator has oversight capabilities to aggregate lists and manage users. The Administrator can add additional ipage users as required by the Library. Each user will be assigned a unique login, and users can set their own password.

We want ipage to be customer-driven by **allowing users to individually customize their ipage experience**. Users have tools to assist in prioritizing critical information they need to search, order, and deliver more content to more patrons.

Because ipage focuses on personalization and intuitive functionality, customizable widgets allow users to design their own homepage with tools they use most. Users can easily track bestsellers, access online catalogs, view custom lists, and bookmark favorite destinations in and outside of ipage.

Benefits of ipage home page include:

- A **simplified menu structure** allows our customers to quickly find what they are looking for.
- **Roll-over drop-down menu options** for each functional area of ipage, which enable users to reach content with less effort.
- Suggestions from Ingram product experts in our Ingram **Lists & Picks** column on the Browse menu.
- **Ability to customize the homepage**, including option to remove widgets and to select a background theme.
- **Enhanced Simple Search options**, including the ability to search across multiple product types.



## ipage Searching

- ipage displays **Simple Search** at the top of every page, allowing fast, efficient search for titles. Simple Search options for print books include Title Keyword, Start of, Phrase, or Exact Title; Author; ISBN/EAN; Keyword(s); Series; Dewey.
- **Power Search** allows ipage users to isolate their search to a narrower list of titles, by using some or all a specific set of search criteria. Through Power Search, ipage users can look for titles by publisher, subject heading, format, language, and other filters not listed on the Simple Search feature. You can input search criteria for up to 25 data points. The more search criteria added, however, the fewer results the search returns.
- **Boolean searching** is like power searching but uses Boolean terms and focuses mainly on criteria in the Title, Contributor, Publisher, BISAC, Ingram Theme, and Series fields. You can also add search criteria on Language, Age Group, Binding, Publication Date, etc. Under "further criteria," Boolean searching allows users to select multiple attributes.

- **Predictive Search** is an optional functionality on ipage that allows for more accurate and efficient searches across our entire database. This technology uses our top-demanded product data to offer suggested completions of the search term(s) you type into the search bar, including Title (Start of) and Author.
- **Street Smart Titles** list under the Browse tab on ipage enables you to view a list of titles with a hard street date from the publisher. This Street-Smart list focuses on titles up to 18 months pre-publication.
- **Search results** allow sorting by Title, Author, EAN/ISBN, Binding, Publisher, Pub Date, or SRP, and users can quickly jump to specific places in the result. The Search Result View also includes options at the item level.
- **Saved Searches.** This time-saving feature is a great way to organize searches a user might perform on a regular basis. Users can save searches as a new search or as a replacement for an existing search. ipage automatically purges saved searches from the user's account 13 months after the last accessed date shown on ipage.

### ipage Search Refinements

ipage provides multiple criteria for refining title lists from search results or selection lists:

- **Search within Results:** To the left of your results is a box for searching within your results. Enter your search words and click the **Search** button. You can further refine your results as needed using the options and search feature located on the left.
- **Search Filters:** Search Filters provide a better search experience for customers who do not purchase compilations, collections of public information, or reproductions of previously published public domain titles. This filter allows you to hide these product types from your search results.
- **Refine Search Results:** Depending on the list, search refinements might include Age Group, Binding, Publication Date, which may also include Forthcoming Titles, Contributor, Price, Format, Awards, Citation Source, BISAC Categories, Dewey Categories, Ingram Categories, Language, and Features. You can collapse and expand a field to better meet your search needs by clicking on the up/down arrow to the right of each field. The next time you search, ipage remembers those fields you have collapsed or expanded.
- **Quick Limit** - If refinement terms you use in your search are in the top three displayed under the refinement field, check them off and click 'Update' to quickly limit your results. You can now select multiple terms to drill into your results.
- **Search the Full List** - If your search terms do not appear among the top three under your refinement option or if you want to exclude terms from your results, click the "More..." link next to any field.
  - **Including and Excluding Search Terms.** After clicking the "More" link under the search refinements, you can further refine your results by selecting or excluding as many terms as you like. Scroll the list of terms by dragging the scrollbar up and down.

- Search for terms by entering letters, and a text filter will quickly reveal matches.
- Select as many terms as you would like to include in your results by checking them off in the 'Include' column.
- Exclude as many terms as you want by checking them off in the 'Exclude' column.
- Verify your selection with the intuitive green (include) and red (exclude) bubbles.
- Remove anything you do not want by clicking on the 'x' on the right side of the bubble or by unchecking it in the 'Include' and 'Exclude' columns.
- Click the 'Update' button to apply your refinements or 'Cancel' to return to your results.
- For each refinement you apply, a breadcrumb appears at the top of your search results, making it easy to later remove any limiters you applied.

A Title Detail page on ipage includes title, contributor (author, illustrator, editor, etc.), ISBN/EAN, publisher or studio, suggested retail price, binding or format, pub date or release date, and copyright date.

Details may also include any of the following as provided in the publisher metadata: cover image, BISAC categories, LC subjects, themes, OCLC number, Dewey, LC subjects, series, awards, features (Index, Price on Product, Excerpt, Illustrated, Maps), initial print run, target age group, physical information (dimensions, weight, number of pages), carton quantity, annotation, description, publisher marketing, review citations, review quotes, biographical notes, and full text reviews.

Children's titles may include Accelerated Reader®, Scholastic Reading Counts! ™, and Guided Reading Level information. ipage Title Detail screen shows alternate bindings/formats for a title, when available. ipage title details update daily, providing customers with the most current publisher-provided information available.

### **Real Time Stock Check**

On the title Detail screen, ipage provides a real time stock check of Ingram inventory at your assigned primary and secondary distribution centers. It displays both on-hand inventory and the number of copies currently on order from the publisher, which may also include the estimated arrival date at Ingram.

Zero Days

Contributor(s): Ware, Ruth (Author)



ISBN: 1982155299 EAN: 9781982155292

Publisher: Gallery/Scout Press (View Publisher's Titles)

US SRP: \$29.99 US [Price this Title](#)

Binding: Hardcover

Pub Date: June 20, 2023

Annotation:  
"Hired by companies to break into buildings and hack security systems, Jai home to find her husband dead. To ...

Show More

Qty 1 [Add to Quick Order](#)

[View/Edit Cart](#)

DC	On Hand	On Order
TN PRIMARY	1473	0
IN SECONDARY	1848	0
OR	2059	8
PA-A	0	0
PA-C	3808	0

Show Less

No Processing/Cataloging Services

In addition, stock check is available when looking at lists of titles either through search results or on selection lists, without having to go to the detail page for individual titles. Users can view stock levels in each distribution center for each item in your selection list by clicking on the *Stock Availability* link.

NWCA - PRIVATE

Edit List Properties

List Locks

Created: 06/15/2017 12:12:21 PM by Daneen Schneider

Move List To: Active

Last Edited: 06/15/2017 12:12:21 PM by Daneen Schneider

Total Products in List: 9

Total Units in List: 9

☒ Stock Availability ☐ Price this List

Page 1 of 1

Display: Private Lists Only

ipage allows you to limit your search results to only those titles currently available through your designated Ingram distribution centers. You can also limit your search to only forthcoming titles.

Within ipage, you can limit your search results to only those titles currently available through your designated Ingram distribution centers. You can also limit your search to only forthcoming titles:

Online Selection Lists:

Collection Development Services

Ingram’s Collection Development team comprises 10 MLS-degreed librarians and managers, and 4 long-term publishing industry expert administrators.

Our 10 librarians each have at least five years of public library experience, and the Collection Development team has almost 300 years of library and/or publishing experience combined.

Members of the team have participated in local, state, and national library conferences and have presented on collection development, forthcoming books, the elements of a good picture book, selection tools, library marketing, Dewey versus BISAC organizational schema, library technology, handling difficult patrons, library staff development, finding indie titles, and more.

The Collection Development team is well-known for top quality selection lists for Opening Day Collections (ODCs) and ad hoc lists, and libraries purchase Ingram's custom Collection Development services for projects when lists from other vendors do not work.

**A Year in the Life of Our Collection Development Librarians**

**1,359 Custom Lists**  **1,297 iPage Lists**  **500 ODC Lists**

Ingram's MLS-degreed librarians and Program administrators work with you to find materials and develop your collections. Using their public library selector experience and tracking trends across the county, they identify titles you need for a well-balanced, diverse, relevant, high-circulating collection.

Ingram offers a wide range of cutting-edge and comprehensive Collection Development services, branded as iCurate. Grouped into five overarching services, they reflect the work of MLS-degreed librarians rather than canned lists and automated queries—No Robots Here!

Our Collection Development Librarians have built and daily maintain a proprietary database with value-added data, such as diverse title distinctions, assigned genre, and state interest, along with the more standard metadata.

We meet with large and small publishers throughout the year to learn about forthcoming titles, publicity, and other important publisher news. And, because Ingram is the main provider of books to bookstores, large retail stores, and online booksellers, we can generate reporting that identifies "hot" titles before they become popular in libraries.

Our services include:

- iCurate **Complimentary**: Curated Lists & Standing Order Programs
- iCurate **Coming Soon**: Forthcoming Monthly Title Subscription – **Now Free**
- iCurate **Core**: One-Time Gap Analysis
- iCurate **inClusive**: Diversity Audits Made Easy & Follow-Up Audits
- iCurate **Custom**: Ad Hoc Lists, Opening Day Collections, & Ongoing Curation

We know that libraries face many challenges, and we want to help our customers save time while serving their communities through good, balanced collections that speak to everyone. These titles are curated by our MLS-degreed Collection Development librarians who have selected and managed collections in public libraries.

**InDemand Selection Lists**

We make selection lists for **inDemand**, our alternate lease program, easily accessible in ipage via our iCurate landing page. To find inDemand selection lists, simply click on the Curated Lists tab in the black shaded area at the top of the screen. Then, from the iCurate landing page, click on “High Interest Category Lists.” You’ll see the inDemand lists, which our librarians build each month.

High Interest Categories

Adult

- Asian Interest
- Black Interest
- Genre Fiction
- Greatest HITS (inDemand)**
- High/Low
- HITS (High Interest Title Selections)
- Indigenous Peoples Interest
- Large Print
- Latine Interest
- LGBTQIA+ Interest
- Middle Eastern Interest
- Social Awareness
- Spanish Language Books
- Subject Lists
- Top Library Titles
- Virtual Book Display

Audiovisual

- Audiobook: Adult Forthcoming Audio
- Audiobook: Youth Forthcoming Audio

Children's

- Asian Interest
- Black Interest
- Board Books and Big Books
- Genre Fiction
- High/Low and Accessible Formats
- HITS (High Interest Title Selections)
- Indigenous Peoples Interest
- Latine Interest
- LGBTQIA+ Interest
- Middle Eastern Interest
- Social Awareness
- Spanish Language Books
- Top Library Titles
- Virtual Book Display

Award & Noteworthy

- 2024 Eisner Awards (Graphic Novels)
- 2024 Harvey Award (Graphic Novels)
- ALA Awards 2024
- Banned and Challenged Books
- Best Books and Notables from ALA 2024
- Best Books Lists
- CBC Building a Home Library
- Lambda Literary Awards

Teen

- Asian Interest
- Black Interest
- Genre Fiction
- High/Low and Accessible Formats
- HITS (High Interest Title Selections)
- Indigenous Peoples Interest
- Latine Interest
- LGBTQIA+ Interest
- Middle Eastern Interest
- Social Awareness
- Spanish Language Books
- Top Library Titles
- Virtual Book Display

K12

- Homework Help
- Picture Book Themes & Concepts
- Reference
- STEAM

**Greatest HITS (inDemand)**

Curated by Ingram's degreed librarians, our Greatest HITS (inDemand) lists include high-profile titles that will attract media attention and patron holds. Use these lists to order the biggest titles of the month or use your inDemand account to order to fill patron holds.

[< Back to High Interest Categories](#)

Greatest HITS (inDemand)			
<a href="#">Greatest HITS (inDemand) Fiction February 2025</a> - 11/08/2024	<a href="#">Greatest HITS (inDemand) Nonfiction January 2025</a> - 10/03/2024	<a href="#">Greatest HITS (inDemand) Fiction November 2024</a> - 08/09/2024	<a href="#">Greatest HITS (inDemand) Large Print October 2024</a> - 07/10/2024
<a href="#">Greatest HITS (inDemand) Large Print February 2025</a> - 11/04/2024	<a href="#">Greatest HITS (inDemand) Fiction December 2024</a> - 09/04/2024	<a href="#">Greatest HITS (inDemand) Large Print November 2024</a> - 08/09/2024	<a href="#">Greatest HITS (inDemand) Nonfiction October 2024</a> - 07/10/2024
<a href="#">Greatest HITS (inDemand) Nonfiction February 2025</a> - 11/01/2024	<a href="#">Greatest HITS (inDemand) Large Print December 2024</a> - 09/04/2024	<a href="#">Greatest HITS (inDemand) Nonfiction November 2024</a> - 08/09/2024	<a href="#">Greatest HITS (inDemand) Fiction September 2024</a> - 06/10/2024
<a href="#">Greatest HITS (inDemand) Fiction January 2025</a> - 10/04/2024	<a href="#">Greatest HITS (inDemand) Nonfiction December 2024</a> - 09/04/2024	<a href="#">Greatest HITS (inDemand) Fiction October 2024</a> - 07/10/2024	<a href="#">Greatest HITS (inDemand) Large Print September 2024</a> - 06/10/2024
<a href="#">Greatest HITS (inDemand) Large Print January 2025</a> - 10/04/2024			

**5.1.2 How do you handle claims against orders? Can they be done online?**

Yes, you can submit claims against orders online. To report a discrepancy, simply complete and submit a discrepancy form via ipage. You can find the form under either the “My Account” tab or the “Help” tab. Once you submit the Discrepancy form, we send a return label, if applicable, to your provided email, and issue a credit memo. You can then submit your replacement order for the item(s) as part of your next regular order.

**Returns**

Ingram’s returns policies provide prompt and efficient resolution for reporting and returning materials. A return authorization number is not required, though, in some cases as indicated below, we ask that you report returns to Ingram in advance. **Ingram cannot accept return of any product we do not stock or did not provide.**

**Hassle Free Returns**

Libraries can return any unprocessed materials, including items the Library mistakenly ordered, as a “Hassle-Free” return, for up to 60 days after the invoice date.

- The library should include a copy of the Hassle-Free Returns form (found on the back of packing slip or printed from ipage) in each carton shipped to Ingram.
- Ingram will not charge a restocking fee for items returned in accordance with our Hassle-Free Returns Policy. Beyond the 60-day window, we may charge a restocking fee.

**Processed Materials**

Items with cataloging or processing per Library’s specifications are no longer in resalable condition and, therefore, are non-returnable, except due to Ingram error.

**Non-Returnable Materials**

Each publisher decides whether their product is non-returnable. Publishers determine this on a product-by-product or binding-by-binding basis, or as items go out of print, and non-returnable items are indicated on ipage.

**Overstock Returns**

Overstock returns are unprocessed materials returned after the 60-day window.

We credit Overstock Returns at 50% off the list price, for standard discount books. Short-discount books receive credit at 10% less than original invoice price:

- Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months.
- All products returned to Ingram must be in a marketable condition.
- Ingram reserves the right to send back, at the Library’s expense, all products returned to Ingram in a condition in which they cannot be resold.

- To initiate an overstock return, customers can send the material(s) with the packing slip to the Ingram Return Center. Customers pay return freight for overstock items.

**Hard to Find Books Alibris Returns Policy**

If dissatisfied for any reason with a book purchased through our Hard-to-Find Book program, you may return your purchase to the Alibris distribution center within 30 days of purchase for a full refund. Ingram reimburses shipping costs for returns when the book's condition is not as described on ipage.

Please email Ingram Customer Care at [ilscustomerservice@ingramcontent.com](mailto:ilscustomerservice@ingramcontent.com) to report a return. If the return is due to non-Ingram error, send the material to the Alibris Distribution Center.

**Items Damaged in Transit or Shipped due to Ingram Error**

We ask the Library to accept delivery of materials damaged in transit.

Library staff should note product impairment on the carrier delivery receipt and then email our Customer Care Department at [ilscustomerservice@ingramcontent.com](mailto:ilscustomerservice@ingramcontent.com) for return instructions. If possible, please take pictures of items received damaged.

We cannot reimburse for claims made 60 days after invoice date.

**Defects - Books**

Ingram understands that defects inside a book may not be detected until after circulation, so there is no timeframe for returning product received with publisher defects. Eligible defects include the following:

- Missing pages
- Contents out of sequence
- Books bound upside down
- Contents different from that indicated on the cover/title
- Ink or printing issues
- Crooked pages
- Blank pages
- Malfunctioning disc
- Item received with missing or incorrect disc(s)
- Please note, however, that due to wear and tear circulation can cause, we accept books with broken bindings for up to 60 days after invoice date.

**Defects - AV Materials**

- Eligible defects can include damage or defects to individual discs in a multi-disc set. If the title is currently in stock, we offer the option to replace the entire product, rather than only the damaged discs, as Ingram does not stock individual replacement discs in our inventory.
- Ingram recognizes that individual discs in a multi-disc title may go missing or become damaged after the title begins circulating. Replacements for discs lost or damaged after receipt from Ingram may be available directly from the title’s publisher.

5.1.4 Describe your approach to customer service

Ingram’s team of Customer Care Support Specialists, trained specifically in the requirements of library contracts, are available five days a week. Customer Service hours of operation are Monday through Friday, 7:30 a.m. – 5:00 p.m. (Central Time). We try to respond to all inquiries within 72 hours (during normal working hours).

For swift resolution to cataloging and processing issues, please direct correspondence to our Technical Services team at [requirements@ingramcontent.com](mailto:requirements@ingramcontent.com). Technical Services’ hours of operation are Monday through Friday, 7:00 a.m. – 4:00 p.m. (Central Time). We make every attempt to respond within 72 hours (during normal business hours) from receipt of correspondence. However, for optimal service, some issues may necessitate further investigation.

**Ingram Customer Service Contact List**

You have toll-free telephone access to Ingram Library Services’ Customer Service at **(800) 937-8200, then press 2. Or email Customer Service at the email address listed below.**

To reach any Ingram department, call (615) 793-5000. You will hear options to direct you to the appropriate associate/department. You may also contact your Sales Representative directly at the phone numbers listed below:

- Email: [ilscustomerservice@ingramcontent.com](mailto:ilscustomerservice@ingramcontent.com)  
*To discuss concerns or issues regarding your account*
- Senior Sales Representative..... (214) 232-7898  
Inside Sales Representative..... (615) 213-3152
- Account Services Email: [requirements@ingramcontent.com](mailto:requirements@ingramcontent.com)  
*To Set Up / Update an Account*
- Credit Department..... (615) 793-5000, then press 4.

Help & Customer Support Landing Page

For issues related to anything from tracking orders to ipage, you can also access customer support, delivered via email, chat, or videos and articles, by clicking on the “Help” tab located in the black ribbon at the top of the ipage screen.

### Help & Customer Support

Find the answers to many of your questions by reading our support articles here.

#### Popular Support Articles

- [Tracking Orders](#)
- [Using the Order Status Link](#)
- [Email Shipment Notification](#)
- [Canceling Backorders via ipage](#)
- [Order IPS Direct](#)

#### Help Quick Links

- [Site Help](#)
- [User Guide](#)
- [FAQs](#)

### Report a Discrepancy

Report damages, shortages, or defectives.

[Submit Here](#)

### ipage Support Guide

Have an ipage question or want to reach support? The Support Guide now offers downloadable help articles and how-to videos. In addition, you can connect with the support team via our contact form or even live chat with an agent.

[Get Help Now](#)

### Account & Billing

- [Locating a Credit Memo on ipage](#)
- [Locating an Invoice on ipage](#)
- [Contact the Credit Department](#)

- [Credit Limit & Billing](#)
- [Upload or Manage a Credit Card](#)
- [Pay by Credit Card](#)

### Connect with Ingram Library Services

- [ILS Sales Support](#)
- [Cataloging & Processing Services](#)
- [Cataloging & Processing Setup Request](#)

- [Assistance with Standing Order Programs and iSelect](#)
- [Quotes](#)

### Support Articles

- [Checking Stock on ipage - Wholesale](#)
- [Availability](#)
- [Title Inquiry](#)
- [Find My Order](#)
- [Using the Order Status Link](#)
- [Delays](#)
- [Delivery Times](#)
- [Shipment Status](#)

- [Returns](#)
- [Obtaining Order Confirmations on ipage](#)
- [Back in Stock Alerts](#)
- [Requesting a Pack Slip \(Packing Slip\)](#)
- [Adding a New User to ipage](#)
- [Mis-Shipments, Damages, Defective Product](#)

### ipage Academy

ipage Academy's new education hub provides a comprehensive ipage education experience featuring webinars, how-to PDF guides, and shorts videos!

[Explore Now](#)

For any system issues like outages, login problems, Site Help etc. you can contact Customer System Technical Support via email at: [ics-techsupport@ingramcontent.com](mailto:ics-techsupport@ingramcontent.com).

**Collection Development Customer Service**

Customer Service Administrators provide special customer service for Standing Order Programs. Although our Programs are organized and automated to allow most libraries to self-serve, our Administrators help libraries daily with everything from routine enrollment edits or cancelling or changing quantities on backorders to transferring Standing Order Program enrollments from another vendor or answering specific questions about why a title did or did not run on a Program.

[fiction.standingorders@ingramcontent.com](mailto:fiction.standingorders@ingramcontent.com) for fiction, video, and iSelect programs.  
[nonfiction.standingorders@ingramcontent.com](mailto:nonfiction.standingorders@ingramcontent.com) for nonfiction and ReviewALERT<sup>SM</sup> programs.  
[icurate@ingramcontent.com](mailto:icurate@ingramcontent.com) for iCurate Coming Soon and iCurate Core questions.  
[colldevhelp@ingramcontent.com](mailto:colldevhelp@ingramcontent.com) for general Collection Development questions, including ODCs and custom lists.

5.1.5 Describe in detail how your ordering process works

With inDemand, Ingram accepts electronic ordering via email attachment, EDI or via ipage. Please send emails with attached orders to: [ILS.orders@ingramcontent.com](mailto:ILS.orders@ingramcontent.com). When ready to place an order via ipage, you can simply click the “Standard Order” button for that list (see screenshot below). Ipage then prompts user to complete additional order details, such as shipping instructions, PO number, etc.



**Order Confirmation from ipage**

ipage sends immediate order confirmation, which you can print. The ipage order confirmation includes quantity ordered, title, author, EAN, whether the item shipping status, discount, and retail price

**EDI**

Ingram supports EDI Transaction types and formats based on your automation system's capabilities. Ingram EDI offerings include:

- Electronic ordering using the X12 or EDIFACT format and FTP for communications.
- Text format full order confirmation via email from Ingram email to user-specified email address.
- Purchase orders are created in your Acquisitions department and sent to Ingram via FTP.
- Ingram processes orders and places electronic confirmation files on the Ingram FTP server for customer retrieval.
- For customers opting to receive electronic invoices, Ingram places electronic invoice files on the Ingram FTP for customer retrieval. E-invoices streamline workflow and increase efficiency. Ingram can provide paper invoices to e-invoice users *if requested*.

The grid below shows the Vendor, ILS System Name, and the EDI format the ILS supports. Check boxes indicate all EDI transactions each ILS system supports.

Vendor	System Name	EDI Format	Purchase Order (PO)	Purchase Order Acknowledgment (POA)	Electronic Invoice	Enriched EDI	Advance Ship Notice (ASN)
Auto-Graphics	Verso	X12	✓	✓	✓		
Biblionix	Biblionix	X12	✓	✓	✓		
ExLibris	Aleph	EDIFACT	✓	✓	✓		
Innovative Interfaces	Millennium	EDIFACT	✓	✓	✓	✓	
(Open Source)	Evergreen	EDIFACT	✓	✓	✓	✓	
(Open Source)	Koha/Getit	X12	✓	✓	✓		
Polaris	Polaris	X12	✓	✓	✓	✓	✓
Sirsi-Dynix	Symphony	X12	✓	✓	✓	✓	
Sirsi-Dynix	Horizon	EDIFACT	✓	✓	✓	✓	
The Library Corporation	OSA	X12	✓	✓	✓	✓	
The Library Corporation	CARL - X	X12	✓	✓	✓	✓	
(Open Source)	ALMA / ExLibris	EDIFACT	✓		✓		
(Open Source)	KOHA/ByWaterSolutions	EDIFACT	✓		✓		

**ipage Training**

We provide ipage® training **free of charge** for library staff unfamiliar with ipage® or who would like a review of ipage® functions.

This training is available for as many staff as the library specifies, and your Ingram Senior Sales Representative provides the onsite ipage training.

We also provide excellent, remote delivery “WebEx” sessions for refresher and update training and is also **free of charge**. WebEx provides very flexible, user-friendly training, allowing libraries to request training sessions for individual library staff or for groups. Your Inside Sales Representative will provide remote training.

### ***ipage Academy Webinar Series***

Ingram Library Services’ Inside Sales team hosts our ongoing live webinar training series as part of *ipage Academy*. We hold sessions on many Wednesdays throughout the year, from 1:00– 2:00 p.m. CST.

You can access registration information on the *ipage*® Home page:

**Amplify your skills with *ipage*® Academy >**

If library staff registers but cannot participate in the live sessions, they receive an email notification, post-live event, when the webcast is archived and available for on-demand viewing at their convenience.

### ***ipage*® New Releases and Upgrades**



With each *ipage*® update, we try to strike a balance between perfecting features our customers use most, while adding new functionality.

The *ipage*® Bulletin Board widget provides access to *ipage*® release notes, which gives information about new functionalities. Clicking on the “More” link will bring you to a list of the most recent release notes.

**Bulletin Board**

**ipage Enhancements - October 31, 2023**  
[Click here](#) for the most recent *ipage* release notes.  
[Click More](#) for information on earlier *ipage* releases.  
[More...](#)

**Who at Ingram do I contact for...?**  
Check out our list of [Contact Information](#)

### What's New

We enhance ipage and add new features regularly. Here's what's new in May!

#### TOP NEWS

- Invoice linked to Order Status
- New Login Page
- Curated Lists
- Tech Enhancements and Fixes

#### 5.1.5.1 Is the customer limited to ordering off a pre-selected list?

Absolutely not! With inDemand, our lease alternative program, you can order from our inDemand lists or from our entire catalog to create your own lists within ipage, our collection development and ordering tool.

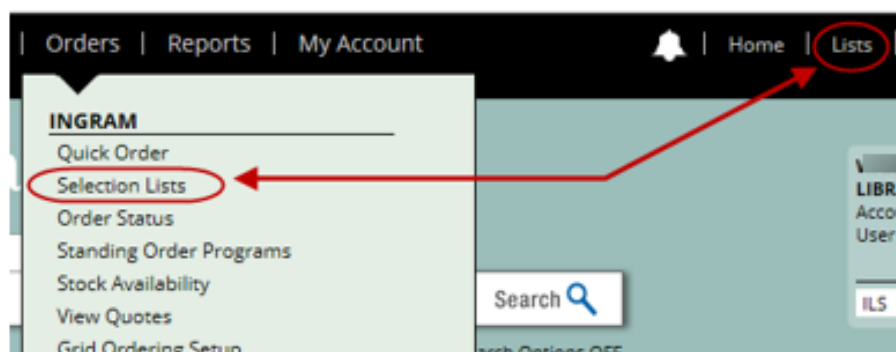
#### ipage Selection Lists

ipage selection lists, like the shopping cart functionality found on other Internet sites, are among the most versatile features on ipage and the starting points for ipage ordering. Once you create a list, you can add products, delete products, move products to other selection lists, or send it as an online order.

By ordering online using our selection list functionality, you can create multiple title lists. You can then download these lists into a variety of formats such as BISAC, FlashBack®, or brief MARC order records for import into your ordering or library automation system, provided that one or more of these formats is compatible.

Users can create a selection list by uploading a file of EAN's and, optionally, quantities, including using an upload source document (.xls, .xlsx, .csv) where EAN's are stored as text.

You can easily access your selection lists in ipage in two ways: via the **Lists** drop down menu, or via the **Selection Lists** link under the **Order** drop down menu.



The Active Selection List(s) page is the starting point for creating and managing your selection lists or orders. You can:

- create a new list
- merge up to ten different lists into one new list
- recover deleted lists (within a specified timeframe)
- view or edit lists
- check stock availability
- utilize the *Price this List* feature
- E-mail lists
- download lists
- check for duplicates
- delete or archive selected list

Clicking the **Search Result View** button displays all titles on a selection list. To change the sort order, click the arrow in the **Sorted By** box and select your desired sort option. Users can sort by title, author, ISBN or product code, binding, publisher, pub date, or US SRP (U.S. suggested retail price).

ipage allows you to create the following types of selection lists:

- **Private List** - only the list creator and the user's ipage Administrator can view or edit.
- **Public List** - only users in the same ipage account as the list creator can view or edit.
- **Shared List**, only users within the same Ship-to account as the user who created the list can view or edit.
- **List Lock** – A list creator can lock the list to prevent others in the account from making changes.

The screenshot displays the Ingram IPAGE 'Active' tab. At the top, there are tabs for 'Active', 'Archived', and 'Ingram'. Below these are buttons for 'Distribute Selected List(s)', 'Delete Selected List(s)', and 'Archive Selected List(s)'. A message states: 'Lists in Active or custom folders are newly created or have been edited within the last three months. Lists in the Archived folder have not been edited for 3 months or longer. Lists created by Ingram as part of a standing order or new title notification program are located in the Ingram folder. Lists that have been ordered THROUGH IPAGE are shaded in yellow. Lists that have been downloaded, but not ordered through IPAGE, are shaded in blue. Lists not edited for 13 months will be automatically deleted from ipage. Please delete lists no longer needed.'

Navigation links include 'Next>' and '<Last'. The page number is 'Page 1 of 6 2 3 4 5 6'. The main content area shows a list of selection lists. The first list is 'Adult Fiction HC 11/15/2021 - Report Only (PUBLIC)' created on 11/15/2021 at 12:35:29 AM by Ann Lebus (icag). It has a 'Move List To' dropdown set to 'Ingram' and a 'Notify' dropdown set to 'Choose'. The 'Profile Owner' is Ann Lebus. Below this are buttons for 'Choose Grid Template', 'Apply Template', 'Product Detail Browse', 'Email', 'Download', 'Duplicate Check', 'Get Quote', 'Edit', 'View', and 'Search Result View'. On the right, there is a 'Sorted by' dropdown set to 'List Name' and a 'Display' dropdown menu with options: 'All Lists in this Folder', 'All (non-Program) Lists', 'Private Lists Only', 'Public Lists Only' (selected), 'Shared Lists Only', 'All Program Lists', 'My Program Lists Only', 'All Report-Only Lists', 'My Report-Only Lists', 'All Autoship Lists', and 'My Autoship Lists Only'. A 'Print Version' link is at the bottom right.

**5.1.5.2 Can a customer order off-list? Are there additional factors for ordering off-list?**

Yes, you can order from our entire catalog! Please see our response to question 5.1 above.

**Duplication Management**

ipage® offers multiple duplicate order checking methods, including iMatch, OPAC View, and Selection List Duplicate Checking. With iMatch, you can search your entire collection. As described below, Ingram's duplicate order methods do allow duplicate copies when needed.

**Selection List Duplicate Check**

The selection list functions in ipage allow users to check for duplicates. This is customizable so that a user can check for duplicates within the current list, against the user's Private lists, against Shared lists, or against all lists to which that user has access.

ipage users can either set a default mode for duplicate check or select a duplicate check option each time they choose to apply duplicate check function. Additionally, users can check for duplicates as they build/add to a selection list. This feature checks for duplicates only within the current list.

**Holdings**

Ingram's ipage platform has the capability to ingest library holdings and make those holdings visible as users navigate the ipage site. Users can quickly spot items the library already owns and make selecting decisions accordingly. Holdings appear in traditional search results, Ingram-generated lists (found under the iCurate tab) and in Library-created selection lists.

To show Holding's information, the library should provide us weekly "MARC out" holdings files, delivered via ftp. The file should be in either a .mrc or .out format. If interested in providing this data to Ingram so that it can be reflected in ipage® for users in your account, please ask your ipage® Administrator to contact [ics-techsupport@ingramcontent.com](mailto:ics-techsupport@ingramcontent.com).

There is no additional cost for this service.

**iMatch** - Ingram's iMatch collection matching service on ipage® matches titles in a selection list with titles already in your library collection, saving you time comparing potential purchases. This powerful tool uses the industry standard Z39.50 protocol to access your library's catalog and retrieve your collection information.

It then works with ipage® to identify title matches within your selection lists. iMatch identifies duplicates at the branch level, enabling patrons to isolate searches to their local branch's collection in a shared database.

Results are color coded to show matches found. If no color appears to the left of a title, there is no match. A red bar indicates an exact match, yellow a possible match, and green a title-only match. Hovering over a color bar indicator displays matched criteria details, including edition and title.

**OPAC View** – this feature allows library staff to access their Online Public Access Catalog (OPAC) from titles within ipage®. Like iMatch, this duplicate service also matches against the Library's holdings, but uses EAN/ISBN as the match point.

The OPAC View feature requires a one-time setup by the Library's Administrator of the ipage® account. The administrator should provide the following information:

- OPAC web address
- Their vendor's specific ISBN search index
- A search suffix is also required (some vendors require this)

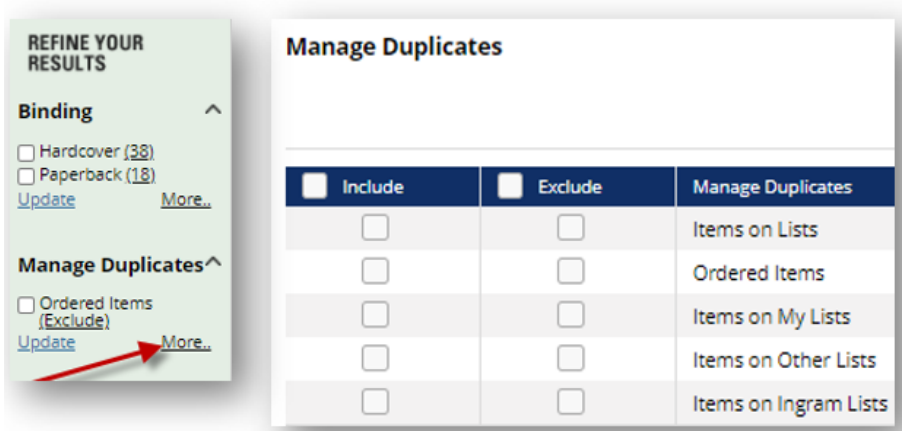
Once the account administrator implements this feature, users in the ipage® account see an OPAC button/graphic attached to titles as they search and build lists. Clicking this button will open a new browser window and point to this ISBN within the customer's web based OPAC system. The match can occur for as long as the EAN appears in the Library's catalog. Since this feature is ISBN driven, the button does not appear for titles without ISBNs (videos, music, etc.).



Ingram provides an **Enhanced Duplication Management** tool in ipage. This tool allows libraries to manage duplicates quickly and easily on customer-created and Ingram-delivered Selection Lists, iCurate *Complimentary* Curated Lists, and in Search Results.

Users can filter Selection Lists and Search Results to include or to exclude titles already in another Selection List(s), Ordered from Ingram, and/or in their Holdings (if submitting holdings to Ingram via Z39.50).

1. Search results and Ingram Curated Lists (hiding duplicates) – When the user is searching and gets a list of results or viewing the iCurate *Complimentary* Curated Lists in ipage, they will see a set of options for filtering on the left side of the screen, **Manage Duplicates**:



Under **Manage Duplicates**, users can *Exclude* titles from view if they are already on a Selection List, Ordered from Ingram, or in their Holdings (if participating). This is a quick, easy way to eliminate those titles from view in Search Results or the Curated Lists so that you don’t accidentally add duplicates to a list you are creating.

2. Selection Lists (deleting duplicates) – In a Selection List (customer-created or Ingram-created, such as iCurate *Coming Soon* or Standing Order Program lists), users can filter to *include* duplicates to make it easier to remove those from their Selection List.

Once your list shows only the duplicates, you can then choose to delete all visible titles from your selection list with a simple click, or to review each one and hit the delete icon only where desired. The icons showing which Lists each title is duplicated on help you determine if duplication is merited.

**Do Not Exceed feature for schools**

ipage includes an easy way to let you put a spending/ordering cap on a specific order. When ordering a selection list by clicking “Standard Order,” ipage provides the option to input an optional Do Not Exceed whole dollar amount that serves as the maximum allowed cost for that order.

As Ingram processes the order, our system calculates a running total on the cost (including your specific discounts, value-added services, and anticipated applicable shipping charges). Once the cost reaches this threshold, any remaining items cancel from the order.

ipage also provides a method to set a priority for titles in a selection list. *Do Not Exceed* funds are applied to titles in the order in which they appear on the selection list. The priority you assign determines the order of the titles on the selection list. Funds are allocated to in-stock, Priority titles first, followed by in-stock, Second Priority titles, and finally to in-stock titles without an assigned priority.

Within each priority group, funds are applied in alphabetical order by title. If funds remain after in-stock items are ordered, Priority backordered items are added to the order, followed by Second Priority backordered items, and finally backordered items without an assigned priority. If you do not assign a priority to any of the titles in a selection list, funds will apply to the in their original selection list order.

To access selection lists available in ipage, you can click on the “Curated Lists” tab, in the black shaded area at the top of the ipage screen, to see our High Interest Category Lists. These are lists that our MLS-degreed librarians curate on a monthly or quarterly basis.

### Selection Tools in ipage

#### Widgets

There are multiple widgets, provided at no charge, available on ipage’s home screen that users can customize according to their needs:



**Ingram Top Demand - Bestsellers**[EDIT](#) [X](#)

1	2	3	4
			
<b>Save America</b> Donald J Trump 9798990290624 \$99.00	<b>My First Complete Learning Library: Boxset</b> Wonder House Books 9789388369886 \$39.99	<b>My First Library: Boxset of 10 Board Books</b> Wonder House Books 9789387779266 \$24.99	<b>Confronting the Presidents: No Spin Assembled</b> Bill O'Reilly, Martin Dugard 9781250346414 \$35.00

**The Ingram Wire** [X](#)

**Publication Date Changes as of 09/02/24**

[Click here](#) to see Ingram's comprehensive list of titles that have been delayed or postponed.

**Publicity News 10/10/22**  
Book Club picks for October

are in!

**Reviews in ipage**

ipage currently includes review citations and full text reviews from the following journals:

- *Booklist*
- *The Bulletin of the Center for Children's Books*
- *Choice*
- *Foreword Magazine*
- *Hornbook Magazine*
- *Library Journal*
- *Kirkus*
- *School Library Journal*
- *Publishers Weekly*

*\*Please note the above list of journal titles is subject to change at any time.*

While not all titles on ipage have reviews, we display all published reviews for print titles. If you wish to view full-text reviews, we charge a nominal fee of \$374.92 per year for the additional service, for which you can choose to pay monthly installments of \$37.49. The price of reviews is subject to change on an annual basis.

### Catalogs

Ingram's comprehensive family of trade catalogs showcases forthcoming and recently published titles in an attractive and easy-to-follow layout. Our catalogs also feature relevant and timely editorial content including author interviews, merchandising tips, and product news to help librarians stay abreast of trends in the book world.

For those who like to shop from their computer, online access to catalog content is available to all ipage® subscribers. E-Catalogs transform existing print publications into enhanced web versions with multiple browsing options and interactive features, including keyword search, zoom and magnifier functions, sticky notes, e-mail options, and easy ordering. Simply click any of the E-Catalog links on ipage® to start browsing.

Catalogs currently available in print and/or electronic versions include:

***Advance*** (print and digital)

<https://www.flipsnack.com/ingramcontent/advance-september-2024/full-view.html>

***Biography/History*** (print and digital)

<https://www.flipsnack.com/ingramcontent/biography-history-supplement-2023/full-view.html>

***Black Culture*** (digital)

[Business, Computer, and PTR Books \(digital\)](https://discover.ingramcontent.com/catalog/black-culture-2024)

***Business, Computer, & PTR Books:***

<https://discover.ingramcontent.com/catalog/business-computer-ptr-books-april-2024>

***Catholic Reflections*** (digital)

<https://discover.ingramcontent.com/catalog/catholic-reflections-summer-2023>

***Children's Advance*** (print and digital)

<https://www.flipsnack.com/ingramcontent/children-s-advance-october-2024/full-view.html>

***GN, Comics & Manga*** (print and digital; quarterly)

[https://www.flipsnack.com/ingramcontent/pa-ibco-dcat-graphicnovelscomics-summer2024\\_ecatalog/full-view.html](https://www.flipsnack.com/ingramcontent/pa-ibco-dcat-graphicnovelscomics-summer2024_ecatalog/full-view.html)

**Giftbook:** In Spring, we have Spring Gift Books Supplement and Spring Bio/History catalog. In the fall, we have Holiday Giftbook Supplement; Children's Holiday Giftbooks; Christian Holiday; Holiday Cookbooks Supplement; Fall Gift & Game; Fall Bio/History.

<https://www.flipsnack.com/ingramcontent/spring-giftbooks-2022/full-view.html>

**K12 Resource (digital; spring, fall, winter)**

<https://www.flipsnack.com/ingramcontent/k-12-resource-spring-2024/full-view.html>

**LGBTQ+ Pride**

<https://discover.ingramcontent.com/catalog/lgbtq-pride-2024>

**Mind, Body, Spirit**

<https://discover.ingramcontent.com/catalog/mind-body-spirit>

**My Spanish Bookshelf** (digital only; spring and fall)

<https://discover.ingramcontent.com/catalog/my-spanish-bookshelf-spring-2024>

**Mystery, Suspense, True Crime**

<https://discover.ingramcontent.com/catalog/mystery-suspense-true-crime-2024>

**Regional Focus:** published quarterly, with titles divided into four regions

<https://discover.ingramcontent.com/catalog/regional-focus-summer-2024>

**Sci-Fi/Fantasy/Horror**

<https://discover.ingramcontent.com/catalog/scifi-fantasy-horror-fall-2024>

**WorldReader**

<https://marketing.ingramcontent.com/mrkng/WorldReader/0724/world-reader.html>

**iCurate Connection**

<https://marketing.ingramcontent.com/mrkng/iCurateConnect/0624/icurate-connection.html>

**IndieWire** (digital)

<https://marketing.ingramcontent.com/mrkng/IndieWire/0923/indie-wire.html>

5.1.6 Do you provide processed, shelf-ready materials that meet the following cataloguing requirements:

5.1.6.1 Do you include a mylar book jacket, a barcode, and a white spine label?

Yes, we can provide a mylar book jacket, a barcode, and a white spine label. Books purchased via *inDemand* always include cataloging and processing, which means they arrive shelf ready, on time, at your library.

❖ **Cataloging and Processing**

Books purchased via *inDemand* always include cataloging and processing, which means they arrive shelf ready, on time, at your library.

Standardized C&P includes Mylar Ingram-supplied barcode (using library range and printed with library's name), spine label, and non-programmed RFID tag. We'll also apply an attractive InDemand band to help staff and patrons easily identify these newest titles.

Please note that if you would like a book-only account with NO C&P applied, we are happy to set that up for you!

5.1.7 Are shipping costs included in pricing?

Yes. We are happy to offer Ingram-paid freight from your designated primary distribution center in Fort Wayne, IN. Ingram reserves the right to apply a minimum ship quantity or a weekly ship schedule should a library's freight exceed 2.5%.

5.1.8 Explain your size of inventory, approximate turnaround time for orders, and shipping carried used

Ingram leads the industry in maintaining an **on-hand inventory of over 13,000,000 unique titles, representing more than 33,000+ book publishers, including 32,000 imprints.** Our unmatched stock of **67,000,000 books+** ensures the fastest and highest fill rates in the industry.

- Ingram's on-hand inventory represents the largest range of publishers in the wholesale distribution business today.
- Ingram provides adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including trade hardcover, trade paper, mass market paper, large print, short discount and small press, university press, single library editions, publisher's library editions, graphic novels, board books, easy readers, picture books, pre-bound books, and big books.
- Ingram stocks not only new bestsellers and award-winning titles, but also the deepest inventory of midlist and backlist titles of any vendor

- Ingram offers over **2,000,000** titles in world languages ranging from Afrikaans to Yiddish. An additional benefit of our Lightning Source inventory of millions of print-on-demand titles is that many of these world language titles are available in an on-demand basis.
- Ingram's in-stock inventory of Spanish language titles is particularly strong, covering both translations and books originally published in Spanish. It includes adult and children's fiction and non-fiction works. With more than 330,000 titles to choose from today, we actively work with Spanish language publishers to expand this catalog to meet growing reader demand.
- Ingram provides reference, scientific, medical, technical, legal, and other academic and non-trade titles, including materials from university and association presses, small presses, and specialty publishing houses.

Ingram Library Services' inventory goes well beyond that of other library wholesalers because the company is part of the larger Ingram Content Group, which includes Ingram Book Company, Ingram Publisher Services and Lightning Source. Each of these entities contributes to the strength of our stock position.

### **Ingram Book Company**

As a leading supplier of books to bookstores and online retailers around the world, Ingram has established business relationships with publishers of all kinds. Eager to market their books to the vast retail market, these publishers alert Ingram to new releases before they are published and offer a wealth of information about each title both in automated feeds and through meetings with our team of buyers.

Our predictive ordering software then takes over and continuously ensures that each title is stocked appropriately so we have books on hand when you need them. The volume of sales to retail outlets financially supports running our library business out of 5 warehouses located across the country, and it enables us to automate our distribution facilities to provide the fastest fulfillment in the industry.

### **Ingram Publisher Services**

Ingram Publisher Services represents more than 546 publishing clients and more than 4,400 imprints from around the world. These publishers enlist Ingram to be a primary distributor of their products. The advantage this brings to our library customers is the guaranteed availability at Ingram distribution centers of current titles from these publishers.

### **Ingram Lightning Source**

With national and international facilities, Lightning Source has a virtual inventory of over 10,000,000 titles representing more than 145,000 publishers. We print only what is needed to meet our customers' current demand-whether that's a single book or 10,000 units.

We make it possible for low-volume titles to stay in print and for new titles to be released. In addition, we offer print on demand for both paperback and hardcover titles. All this translates into wider title selection and better customer service for your patrons and your community.

Lightning Source and Ingram Publisher Services titles are listed in ipage, and you can order them using the same methods available for Ingram titles. There is no need to use a separate account or purchase order.

### Ingram Spark

Gain access to custom curated content lists from Ingram's award-winning self-service publish-on-demand platform, IngramSpark. Exclusively provided by IngramSpark Distribution services and featuring:

- Indie books with enhanced product metadata, consumer visibility and marketing
- Top selling titles from 60,000+ indie publishers and authors
- Customized and-curated lists of trending and timely books
- Over 300,000 books available for distribution
- Library-friendly terms guaranteed to make purchasing simple
- Customers can order one unit at a time of a desired title

### Audiovisual Inventory

Our spoken word audio inventory includes **220,000+ titles**, including abridged and unabridged editions including CD, and MP3. We also inventory more than **780,000 music titles** on Compact Disc, from classical to popular titles.

With **9,700+ DVD** and **2,300+ Blu-ray titles**, Ingram offers one of the most comprehensive inventories of DVDs in the country. Ingram represents more than **300** video suppliers with titles in categories such as popular box office, foreign and independent films, and family films. We also provide an extensive line of nonfiction and children's titles.

Our video game inventory includes over **560 titles** from the following platforms: PlayStation 2, PlayStation 3, PlayStation 4, PlayStation 5, Xbox 360, Xbox One, Xbox Series X, Nintendo Switch.

## SPANISH AND WORLD LANGUAGE INVENTORY

### Spanish Language Materials

Ingram currently inventories over **308,000+ unique Spanish titles**, for adults, teens, and children, with more than 29,600,000 units from 380 publishers available to order. We provide a limited number of spoken word audio titles in Spanish language. We also provide domestic video titles that have been dubbed or subtitled in Spanish and non-domestic Spanish video.

### International Language Inventory

In addition, Ingram offers over **3,830,711** titles in world languages ranging from Afrikaans to Yiddish. An additional benefit of our Lightning Source inventory of millions of print-on-demand titles is that many of these world language titles are available on an on-demand basis.

Inventory of the top 15 in-demand languages:

Language	Active Titles
German	1,278,927
French	1,171,030
Spanish	502,833
Italian	249,784
Portuguese	122,632
Russian	114,039
Latin	81,686
Chinese	35,883
Dutch	35,139
Danish	24,095
Swedish	18,852
Polish	15,460
Hindi	14,744
Hungarian	10,196
Finnish	8,075

An additional benefit of our Lightning Source inventory of over 9,400,000 print-on-demand titles is that many world language titles are available on an on-demand basis.

### Hard-To-Find Books

Ingram offers an optional Hard-to-Find Books service on ipage via Ingram's partner for Hard-to-Find Books, Alibris. Alibris is a leading provider of rare, hard-to-find, and antiquarian books. Search options include Title, Author, Subject, Keyword(s) or ISBN/EAN.

You can further refine your results by adding optional attributes, including Binding (Any, Hardcover or Softcover), Publication Year (before and after years) and Net Price (Below and Above price criteria.) You can also specify if you want to see only a 1st Edition or Signed copy. This service does not allow searching for a specific copy of a title.

Books ordered through this service may be used books. When viewing available titles through ipage notes the condition of the book, such as Good, Very Good, Fine, Acceptable. Notations may also include additional information on the condition of the book.

Title details for Hard-to-Find Books includes title, author, binding, condition, publisher, pub date, EAN, Net price (USD) and notation. Cover images displayed are from the ipage database and may be different from the cover of the book customers purchase from Hard-to-Find Books

service. Notations may include data such as “Former Library book. Shows some signs of wear and may have markings on the inside.”

Titles ordered from our optional Hard-to-Find Books Service ship from Alibris’s distribution facility, not from an Ingram warehouse. They do not ship with your Ingram orders, and, therefore, may have different turnaround times and shipping methods. Costs of titles are the net price shown, plus a \$3.95 per book shipping and handling fee if shipped within the United States.

### **Special Terms for Hard-to-Find Books Service**

- Not covered under Ingram contract terms and discounts.
- Do not receive cataloging or processing services.
- Receive net pricing.
- No minimum order required.
- Ingram invoices customers for Alibris orders, and these invoices also appear on the monthly Ingram statement.
- Titles ship from Alibris’s distribution facility, not from an Ingram warehouse. They ship separately from your Ingram orders, perhaps with a different carrier, and may have different turnaround times and shipping methods.
- Titles ship from Alibris’s distribution facility, not an Ingram warehouse. Therefore, they ship separately from your Ingram orders, perhaps with a different carrier and may have different turnaround times and shipping methods.
- Delivery charges and freight charges vary from your standard Ingram orders, and we apply a \$3.95 per book shipping and handling fee if shipped within the United States.

### **Turnaround time**

Because of the efficiencies inherent to InDemand’s standardized C&P, Ingram can turn around orders within **5 days** rather than 10 days typically required for customized C&P.

### **Shipping Carriers Used**

Ingram chooses the most cost-effective shipping method but uses UPS ground service to transport most of Ingram's goods. Ingram reserves the right to adjust distribution center designations to provide the most favorable service to your Library. We ship FOB Destination. With FOB Destination, Ingram is responsible for product until delivered to its destination; liability lies with the receiving agency thereafter.

5.1.10 Explain the percentage of rentals the Customer is allowed to retain in house during the rotation period.
5.1.11 Explain the overall retention percentage
5.1.12 Describe how allotment reporting and returns will be conducted

Though Ingram Library Services believes book ownership to be a more cost-efficient collection development strategy in the long term for libraries, we understand the convenience of book lease programs. Librarians are busy people, after all. Collection Development and regular, attentive weeding are time-consuming responsibilities.

Enter *InDemand*, Ingram Library Services' lease alternative plan. It's a flexible program offering **cataloging and processing, fast turnaround, zero commitment, and transparent pricing.** *InDemand* is flexible and allows libraries to manage the program according to their needs.

What makes *InDemand* unique is that it allows libraries to own every copy of each title purchased AND provides an easy, reliable method for libraries to sunset extra copies when they no longer need them.

By partnering with Thriftbooks and BetterWorldBooks, Ingram offers the same benefits of books lease programs, like getting hot new titles in quantities libraries need -- on time and into the hands of patrons -- when demand is highest.

What's more, no retired books end up in landfills. Because Thriftbooks and BetterWorldBooks are certified "green" companies.

Therefore, there is no limit to the number of books you keep. You choose the number of copies you retain and the number you forward them to Thriftbooks or BetterWorldBooks.

#### ❖ **Zero Commitment**

*InDemand* customers have approximately one month to review selection lists before ordering and need only place orders at least 3 weeks pre-publication to receive books by street date. Standing orders for *InDemand* run approximately 2 months prepublication.

## TAB F - PRICING

❖ **Transparent Pricing**

The cost for books purchased in the inDemand program includes all cataloging and processing AND shipping.

InDemand Alternate Lease Program Pricing:

Book's Retail Cost	inDemand Price
\$5.00 - \$20.00	\$14.00
\$20.01 - \$31.00	\$19.00
\$31.01 - \$45.00	\$27.00
\$45.01 +	20% discount
Non-trade titles	Net or 0.0%

❖ **Cataloging and Processing**

Books purchased via *inDemand* always include cataloging and processing, which means they arrive shelf ready, on time, at your library.

Standardized C&P includes Mylar Ingram-supplied barcode (using library range and printed with library's name), spine label, and non-programmed RFID tag. We'll also apply an attractive InDemand band to help staff and patrons easily identify these newest titles.

Please note that if you would like a book-only account with NO C&P applied, we are happy to set that up for you!

❖ **Fast Turnaround**

Because of the efficiencies inherent to InDemand's standardized C&P, Ingram can turn around orders within **5 days** rather than 10 days typically required for customized C&P.

❖ **Zero Commitment**

inDemand customers have approximately one month to review selection lists before ordering and need only place orders at least 3 weeks pre-publication to receive books by street date. Standing orders for *inDemand* run approximately 2 months prepublication.

[We extend the same discounts to all government entities that have entered, or will enter, joint purchasing inter-local cooperation agreements with the TXShare.](#)

Ingram will review terms with the NCTCOG on an annual basis.

### Definitions of Binding Types and Presses

We apply discounts on the publisher's current list price. Prior to placing an order, the Library can determine estimated discounted pricing for an entire list by using the *Price this List* feature on iPage®.

In determining which titles receive less than full trade discounts, Ingram categorizes books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

**Trade Hardcover:** High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. \*

**Quality Paperback:** High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general reader and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. \*

**Mass Market Paperback:** High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. \*

**Library Bindings:** Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on iPage®.

**University Press:** The binding types may vary for these titles (i.e., Hardcover and/or Paperback), but all are published by a University Press.

**Short Discount/Non-Trade:** Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses.

Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

**Large Print:** Ingram does not recognize large print as separate binding type for discount purposes. Large print titles receive discounts according to binding/press assigned to the ISBN ordered as outlined above.

**Graphic Novels:** A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across several genres.

**Picture Books, Board Books, Easy Readers, and Big Books:** These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

**Prebound Books:** Paperback books bound into a hardback edition. Our inventory also includes over 17,500 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage® as Prebound-Sewn or Prebound-Glued

**World Language Materials:** Ingram does not recognize Spanish language (or any world languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

**Spoken Word Audio:** Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade discounts, however some titles may be short discounted by the publisher. Ingram does not differentiate between MP3 CD and Audio CD formats for discounting purposes. Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.

**DVD and Blu-ray:** Currently, Ingram provides pre-recorded titles in these categories for a single discount. However, should a new format of DVD emerge in the industry for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that new format.

**Net:** Low demand, small print run books in various binds and categories upon which Ingram receives minimal or no purchase discount. This category receives a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with **no service charges**.

*\*See Short Discount for explanation on titles that may fall outside of this discount category.*

#### TAB G - REQUIRED ATTACHMENTS

All required attachments immediately follow this narrative proposal.

PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-007

Category #1: Books		
Item	Description	% Discount Off Your Regular Rate

1      Lease of Titles

Please see narrative proposal for  
pricing on our alternative lease  
program, inDemand.

0.0%

We offer tiered pricing for  
our lease alternative plan.

Category #2: Periodicals    N/A		
No Bid		
Item	Description	% Discount Off Your Regular Rate

2      Subscriptions

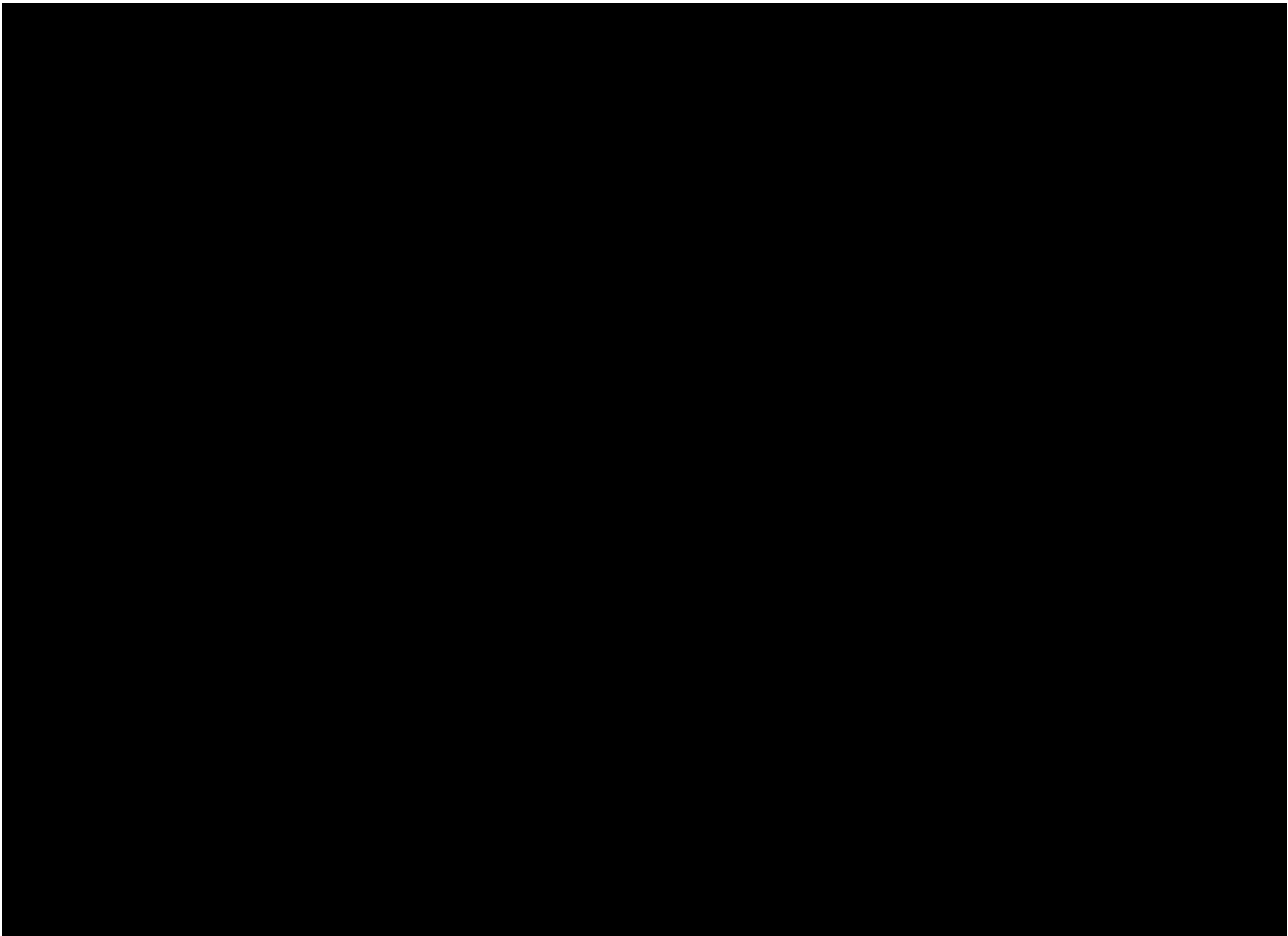
TAB F - PRICING

❖ **Transparent Pricing**

The cost for books purchased in the inDemand program includes all cataloging and processing AND shipping.

InDemand Alternate Lease Program Pricing:

Book’s Retail Cost	inDemand Price
\$5.00 - \$20.00	\$14.00
\$20.01 - \$31.00	\$19.00
\$31.01 - \$45.00	\$27.00
\$45.01 +	20% discount
Non-trade titles	Net or 0.0%



**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

**EXHIBIT 3**  
**SERVICE DESIGNATION AREAS**

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm Name:</b>			
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	Will service the entire state of Texas		
	<b>If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
<b>Proposing Firm Name:</b>							
<b>Notes:</b>	<p><b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b></p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td><a href="#">We will service all fifty (50) states</a></td> <td></td> </tr> </table> <p><b>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</b></p> <p><b>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</b></p>			Will service all fifty (50) states	Will not service fifty (50) states	<a href="#">We will service all fifty (50) states</a>	
Will service all fifty (50) states	Will not service fifty (50) states						
<a href="#">We will service all fifty (50) states</a>							
<b>Item</b>	<b>State</b>	<b>Region/MSA/City (write "ALL" if proposing to service entire state)</b>	<b>Designated as a Service Area</b>				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						
20.	Maryland						

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

**APPENDIX A.2**  
**Service Area Designation Forms**

### **APPENDIX A.3**

**The categories awarded under this contract are listed on the following Exhibit 1.**

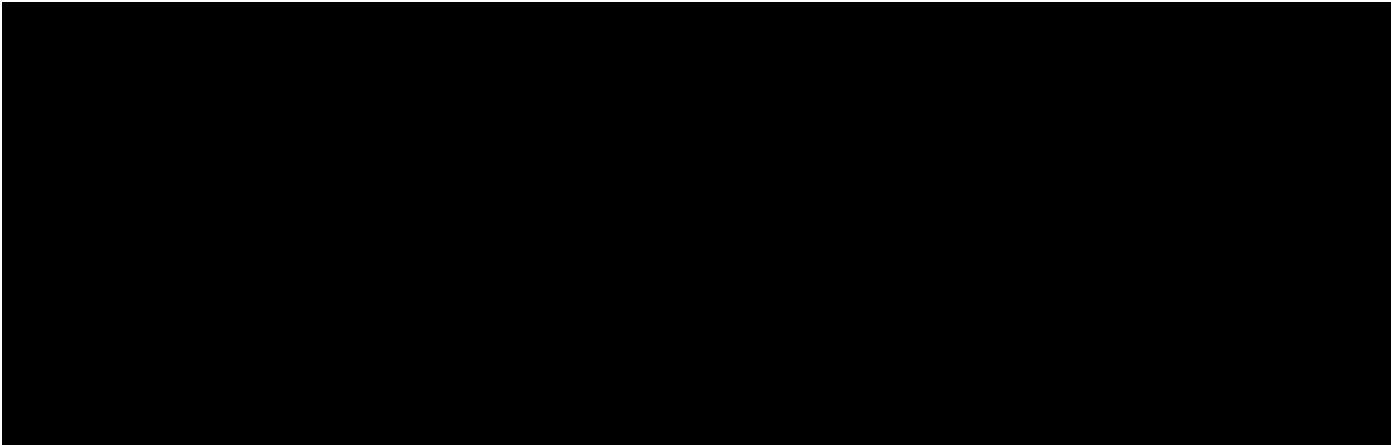
**EXHIBIT 1**  
**CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST**

- Please place a checkmark next to each Category that you are offering in your proposal:

☒ Category 1: Books  
☐ Category 2: Periodicals

• **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Proposal Discount Offer Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.



**APPENDIX B  
DEBARMENT CERTIFICATION**

I, Carolyn Morris  
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Ingram Library Services LLC,  
(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.


Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**EXCEPTIONS:**

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\_\_\_\_\_  
Signature of Certifying Official  
Vice President  
\_\_\_\_\_  
Title  
3.17.25  
\_\_\_\_\_  
Date of Certification

## **APPENDIX C**

### **RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

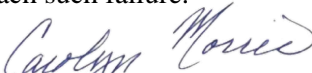
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION  
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

Ingram Library Services LLC  
\_\_\_\_\_  
Agency

3.17.25  
\_\_\_\_\_  
Date

## APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

### **D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

#### Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

#### -OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Ingram Library Services LLC

Name of Organization/Contractor

Carolyn Morris

Signature of Authorized Representative

Carolyn Morris, Vice President

Printed/Typed Name and Title of Authorized Representative

3.17.25

Date

## **D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
  - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
  - I. contracts with a sole-source CONTRACTOR; or
  - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

### **Check one of the following:**

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**-OR-**

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

Ingram Library Services LLC

Name of Organization/Contractor

Carolyn Morris

Signature of Authorized Representative

Carolyn Morris, Vice President

Printed/Typed Name and Title of Authorized Representative

3.17.25

Date

### D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

**Check one of the following:**

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

**-OR-**

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

Ingram Library Services LLC

Name of Organization/Contractor

Carolyn Morris

Signature of Authorized Representative

Carolyn Morris, Vice President

Printed/Typed Name and Title of Authorized Representative

3.17.25

Date

## APPENDIX E

### NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

**The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.**

### REQUIRED 2 CFR 200 CLAUSES

#### Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (CONTRACTOR)

- 1. Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
- 7. Restrictions on Lobbying.** CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision “Restrictions on Lobbying”. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.
- 9. Anti-Israeli Boycott.** By accepting this work order, CONTRACTOR hereby certifies the following:
  - (1) CONTRACTOR’s Company does not boycott Israel; and
  - (2) CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

## 10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 11. Trafficking in Persons

The contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from

- (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) procure a commercial sex act during the period of time that the award is in effect;
- (iii) used force labor in the performance of the award or subawards under the award.

The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

- (i) is determined to have violated an applicable prohibition;
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term.

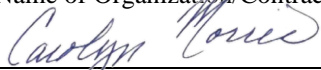
NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

### Check and complete one of the following:

- ☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Ingram Library Services LLC

Name of Organization/Contractor



Signature of Authorized Representative

Carolyn Morris, Vice President

Printed/Typed Name and Title of Authorized Representative

3.17.25

Date

-OR-

- ☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date