



SUPPLY AGREEMENT NO. 3491

LIBRARY BOOKS, AUDIO AND VISUAL RECORDINGS

THIS **Library Books, Audio and Visual Recordings Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Baker & Taylor, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Library Books, Audio and Visual Recordings in response to Request for Bid No. **TXMAS - 715-M2 /3491** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Library Books, Audio and Visual Recordings in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
2. **Term.** This Agreement is for five years. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$1,750,000.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Gabby Sanchez
Department: Library
Phone: 361-826-7015
Email: Gabbys@cctexas.com

- 5. Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 6. Purchase Release Order.** For multiple-release purchases of products to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.
- 7. Inspection and Acceptance.** City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 9. Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In providing the Goods, Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Gabby Sanchez
Title: Senior Management Assistant
Address: 805 Comanche St., Corpus Christi, TX 78401
Phone: 361-826-7015
Fax: 361-826-7046

IF TO CONTRACTOR:

Baker & Taylor, LLC
Attn: Stefanie Kremer
Title: Director, Pricing Services
Address: 2550 West Tyvola Rd., Ste. 300, Charlotte, NC 28217
Phone: 704-998-3135
Fax: 704-998-3260

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH**

COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

DocuSigned by:
Stefanie Kremer
Signature: 62FEA21F17194A8...

Printed Name: Stefanie Kremer

Title: Director, Pricing Services

Date: 3/18/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB No. TXMAS - 715-M2 /3491
- Exhibit 2: Contractor's Bid Response

ATTACHMENT A: SCOPE OF WORK

1. General Requirements

Supplier shall supply the Corpus Christi Public Library with new editions of library books, digital downloadable content, audio and visual recordings.

2. Scope of Work

- A. The database must also include information about title changes, availability dates of titles, and allow the library staff to review pending shipments and invoices.
- B. Shipping and handling costs will be included with the cost.
- C. Contractor will not require a minimum order or attach any penalty to orders below a certain size.
- D. When requested, contractor shall deliver books, audio and visual recordings pre-processed and ready for issuance to library patrons.

DISCOUNT TERMS AND CONDITIONS OF SALE

Baker & Taylor, LLC

Discount Terms and Conditions of Sale (FIRM ORDER BOOK/SPOKEN WORD AUDIO)

State of Texas – Public Libraries and State Agencies

Baker & Taylor, LLC is pleased to offer the discount terms and conditions listed below. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	O - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.5%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	46.5%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.5%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.5%
V.	Mass Market Paperback Editions	P	40.0%
VI.	Single Edition Reinforced (Juvenile)	R	21.5%
VII.	Publisher's Library Edition (Juvenile)	Z	21.5%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	8.0%
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 8.0% X = 8.0% N = 8.0% (b) L = 8.0% (c)(d) 7 = 21.5% (d) M = 8.0% (c)(d) 1 = 8.0% (d) T = 8.0% U = 8.0% V = 8.0% W = 8.0% 4 = 8.0% Letter O = 8.0% 5 = 8.0% 6 = 8.0% 8 = 8.0%
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0% K = 8.0% 3 = 8.0%
XI.	Enhanced Service Program	Y / Q	Q = 8.0% Y = 0.0% + \$4.95 (e)
XII.	Spoken Word Audio	H	45.5%
XIII.	Board Books	I	40.5%
XIV.	Novelty Items/Activity Books	I	40.5%
XV.	Special Programs, such as: - Paw Prints and FollettBound Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 10.0% E = 10.0% 20.0%

- (a) Please see Baker & Taylor's Category Definitions for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge.

Processing Services

Premium Processing – Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	1.48 - 2.88	Option 1. Mylar, label protectors, spine label, barcode and standard MARC Record = \$1.48; Option 2. Poly laminate cover, label protectors, spine label, barcode and standard MARC Record = \$2.08; Option 3. Traditional laminate cover, label protectors, spine label, barcode, and standard MARC Record = \$2.88
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	2.17 – 3.57	Option 1. Mylar, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.17; Option 2. Poly laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.77; Option 3. Traditional laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$3.57

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of this RFP
Full MARC Record	.30	Price per unit, Standard (unedited) MARC Record
Mylar Jacket	.69	Price per unit, includes loose, glued, or taped
Barcode Label	.20	Price per unit, Baker & Taylor supplied Barcode Label, Application of Customer Supplied Barcode is \$0.25/unit
Label (per application – Customer supplied)	.25	Price per unit, Customer Supplied Label
Label (per application – Vendor supplied)	.25	Price per unit, Baker & Taylor Supplied Label
Genre Label	.25	Price per unit, Baker & Taylor Supplied Label
Spine Label	.29	Price per unit, Baker & Taylor Supplied Label
Label Protector	.00	Free of Charge
Pocket (paper)	.35	Price per unit
Property Stamp (per impression)	.20	\$0.20 for first location, \$0.10 each additional location
Spine Tape (inside)	1.50	Price per unit
Spine Tape (outside)	1.50	Price per unit

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	1.29	Price per unit, Clear Poly Laminate (7 mil thickness)
Vinyl Laminate; Various Thicknesses	2.09	Price per unit, Traditional Laminate (10 mil thickness)

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	.39	Price per unit for application of the Pre-programmed RFID/Barcode Set, which would need to be Customer Supplied
RFID (“universal” tag programmed and applied)	.69	Link & Affix Baker & Taylor Supplied Universal RFID Tag
CD/DVD Overlay RFID Tag	1.50	Link & Affix Baker & Taylor Supplied Overlay RFID Tag
Theft Deterrent Tape/Strip	.59	Baker & Taylor Supplied 3M or Checkpoint Theft Detection

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	5.79	Spoken Word Audio or Music/DVD Digital Media Processing Services. Includes Digital Media Processing with artwork, standard case, and fixed data labels. Additional variable labels available for \$.15 per label
Hub Label	.99	Price per unit for hub labels, regardless of number of discs
Shrink Wrap Removal	.60	Price per unit
DVD/CD Case, Holds Single Disc (Plastic)	.40	Standard Cases Used to Repackage Single/Doubles (Polyline)
DVD/CD Case, Holds Multiple Discs	1.35	Standard Cases Used to Repackage Multiple Discs as a Set (VERSA/VORTEX Cases)
DVD/CD Case, Locking	1.00	Secure ii Locking Cases (Single & Double (Clear or Black)
Spoken Audio CD Case; Various Capacities	3.79	Standard black Spoken Word Audio Cases, Upgraded cases available for \$4.69/unit

Baker & Taylor, LLC
Music/DVD/Blu-Ray
Terms and Conditions of Sale for
State of Texas – All Participating Members

Price Indicator	Definition	Discount
2	Music Compact Disc	25.0%
9	DVD/Blu-ray	28.5%

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

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

NOTE REGARDING DISNEY/BUENA VISTA HOME ENTERTAINMENT TITLES

For many years Baker & Taylor has been a distributor of video entertainment products of Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment (“BVHE”). Recently, for reasons beyond Baker & Taylor’s control, our relationship as a direct distributor of this product line has changed. We have been working to resolve the interruption of the supply chain, but have not yet reached an agreement that would do so and are currently unable to supply BVHE video entertainment product to our public library customers. While we believe this interruption to be a temporary inconvenience, we cannot currently estimate when this interruption will be resolved. During this interim period, we will be transitioning BVHE video entertainment product to “Not Available from Baker & Taylor” status in Title Source 360 and cancelling existing back orders.

We remain committed to re-establishing our supply chain for BVHE video entertainment product and will keep you updated on our progress.

If you have additional questions, please reach out to your Baker & Taylor sales consultant.

Baker & Taylor, LLC
Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For Paw Prints and Follett Bound editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Continuations or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

CATEGORY DEFINITIONS

- I. **Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.
- II. **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- III. **Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- IV. **Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- VI. **Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- VII. **Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- VIII. **University Press Trade Editions (A)** *(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials. Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031
- X. **Imported English and Non-English Language Editions (F, K, 3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.
- XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.
- XII. **Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.
- XIII. **Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- XIV. **Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- XV. **Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to Paw Prints, FollettBound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price plus \$4.95/unit service charge.

For libraries concerned about purchasing these types of titles, B&T's TitleSource 360™ can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.

RETURNS POLICIES

INSTITUTIONAL RETURNS

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. ***You may contact your appropriate representative via the toll-free number listed on your packing list.***

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary
2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm.

All returns should be sent to:
Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

AV RETURNS

Library & Education Account Audio/Video Product Returns Policy (Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns (**excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product**) require prior return authorization from an AV Customer Service Representative. **Please contact your AV Customer Service Rep at 800-775-1200.**

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. **All claims must be made within 45 days of invoice date.**

1. When calling for return authorization, please have the following information available:
 - A. Your account number and invoice #s
 - B. Reason for the claim/return
 - C. Action being requested -
 1. Replacement of product (defective return will receive a replacement of the same title)
 2. Credit to your account; no replacement product necessary for incorrectly shipped items
 3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. **Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. **All claims must be made within 15 days from the product's invoice date.** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:

Baker & Taylor Returns Center
 Dept. R
 251 Mt. Olive Church Road
 Commerce, GA 30599

Questions? Contact your B&T
 AV Customer Service Rep (800-775-1200)
 Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
 Baker & Taylor A/V Sales 800.775-2600 x2050

Contract Item List**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Baker & Taylor, LLC**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
Electronic and Digital Materials					
Category 1	Digital pre-loaded; all-in-one audio books	N/A	20%	20%	20%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
Print Materials					
Category 5	Adult trade; fiction/non-fiction hardbound	N/A	46.5%	40%	46.5%
Category 6	Adult trade; fiction/non-fiction paperback	N/A	40.5%	20%	40.5%
Category 7	Juvenile trade; fiction/non-fiction hardbound	N/A	46.5%	40%	46.5%
Category 8	Juvenile trade; fiction/non-fiction paperback	N/A	40.5%	20%	40.5%
Category 9	Mass market paperback; rack	N/A	40.5%	20%	40.5%
Category 10	Non-trade publication; hardbound	N/A	8.0%	20%	8.0%
Category 11	Non-trade publications; paperback	N/A	8.0%	20%	8.0%
Category 12	University press	N/A	8.0%	20%	8.0%
Category 13	Adult library bound; fiction/non-fiction	N/A	21.5%	20%	21.5%
Category 14	Juvenile library bound; fiction/non-fiction	N/A	21.5%	20%	21.5%
Category 15	Pre-bound hardbound	N/A	10.0%	0%	10.0%
Category 16	Pre-bound paperback	N/A	10.0%	0%	10.0%
Nonstandard Formats					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	28.5%	28.5%	28.5%
Category 20	Spoken word/audio compact disc pre-recorded; abridged	N/A	45.5%	34%	45.5%
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	N/A	45.5%	34%	45.5%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	N/A	45.5%	34%	45.5%

*N/A = not awarded

Contract Item List**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Baker & Taylor, LLC**

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	1.48 - 2.88	Option 1. Mylar, label protectors, spine label, barcode and standard MARC Record = \$1.48; Option 2. Poly laminate cover, label protectors, spine label, barcode and standard MARC Record = \$2.08; Option 3. Traditional laminate cover, label protectors, spine label, barcode, and standard MARC Record = \$2.88
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	2.17 - 3.57	Option 1. Mylar, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.17; Option 2. Poly laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.77; Option 3. Traditional laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$3.57

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	.30	Price per unit, Standard (unedited) MARC Record
Mylar Jacket	.69	Price per unit, Includes loose, glued or taped
Barcode Label	.20	Price per unit, Baker & Taylor supplied Barcode Label, Application of Customer Supplied Barcodes is \$.25/unit
Label (per application-Customer supplied)	.25	Price per unit, Customer Supplied Label
Label (per application-Vendor supplied)	.25	Price per unit, Baker & Taylor Supplied Label
Genre Label	.25	Price per unit, Baker & Taylor Supplied Label
Spine Label	.29	Price per unit, Baker & Taylor Supplied Label
Label Protector	.00	Free of Charge
Pocket (paper)	.35	Price per unit
Pocket (vinyl)	N/A	N/A
Property Stamp (per impression)	.20	\$.20 for first location, \$.10/each additional location
Spine Tape (inside)	1.50	Price per unit
Spine Tape (Outside)	1.50	Price per unit

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	5.79	Spoken Word Audio or Music/DVD Digital Media Processing Services. Includes Digital Media Processing with artwork, standard case and fixed data labels. Additional variable labels available for \$.15 per label.
Format Conversion Service	N/A	N/A
Hub Label (per application)	.99	Price per unit for hub labels, regardless of number of discs
Shrink Wrap Removal	.60	Price per unit
DVD/CD Case, Holds Single Disc (Paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (Plastic)	.40	Standard Cases Used to Repackage Singles/Doubles (Polyline)
DVD/CD Case, Holds Multiple Discs	1.35	Standard Cases Used to Repackage Multiple Discs as a Set (VERSA/VORTEX CASES)
DVD/CD Case, Locking	1.00	SECURE ii LOCKING CASES, SINGLE & DOUBLE (CLEAR OR BLACK)
Spoken Audio CD Case; Various Capacities	3.79	Standard black Spoken Word Audio Cases, Upgraded cases available for \$4.69/unit

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	1.29	Price per unit, Clear Poly Laminate (7 mil thickness)
Vinyl Laminate; Various Thicknesses	2.09	Price per unit, Traditional Laminate (10 mil thickness)

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	.39	<i>Price per unit for application of the Pre-programmed RFID/Barcode Set, which would need to be Customer Supplied</i>
RFID ("universal" tag programmed and applied)	.69	Link & Affix Baker & Taylor Supplied Universal RFID Tag
CD/DVD Overlay RFID Tag	1.50	Link & Affix Baker & Taylor Supplied Overlay RFID Tag
Theft Deterrent Tape/Strip	.59	Baker & Taylor Supplied 3M or Checkpoint Theft Detection

Additional Processing Components

Additional Processing Components/Services Available:

Baker & Taylor Universal RFID Tag: \$.25/unit

Application of B&T Supplied RFID Tag: \$.19/unit

Additional Cataloging & Processing Services, as well as Customized Cataloging and Processing Services through Customized Library Services (CLS), are available. Please contact your Customer Service Representative or Sales Representative to learn more.

ATTACHMENT C – INSURANCE AND BOND REQUIREMENTS

Insurance and Bond Requirements

No insurance or bonds are required therefore, Supply Agreement 3491, Section 5 Insurance; Bonds subsection 5 (A) and 5(B) are hereby void.

Attachment D – Warranty

Warranty

No warranty is required therefore, Supply Agreement 3491, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.