



## SUPPLY AGREEMENT NO. 1181

### 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 ("Supplier"), effective for all purposes upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Library Books, Audio and Visual Recordings in response to Request for Bid No. **N/A** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier'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 Supplier agree as follows:

- 1. Scope.** Supplier 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 24 months. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Supplier and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$660,000.00, 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. 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.
- 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 Salazar  
Department: Library  
Phone: (361) 826-7015  
Email: GabbyS@cctexas.com

5. **Insurance.** Before performance can begin under this Agreement, the Supplier 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 Supplier 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 Supplier 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 Supplier until such time as the products are delivered and accepted by the City.
7. **Inspection and 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 Supplier, 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 Supplier within 30 days of receipt of City's invoice.
8. **Warranty.** The Supplier 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 Supplier warrants that it has clear title to the products and that the products are free of liens or encumbrances. In addition, the products purchased under this

Agreement shall be warranted by the Supplier 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 30<sup>th</sup> 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.** Supplier 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 Supplier be considered an employee of the City.
12. **Subcontractors.** Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.

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 Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related 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 Salazar  
Title: Senior Management Assistant  
Address: 805 Comanche St., Corpus Christi, TX 78401  
Fax: (361) 826-7046

**IF TO SUPPLIER:**

Baker & Taylor, LLC  
Attn: Lee Ann Queen  
Title: Director - Pricing Services  
Address: 2550 West Tyvola Road, Suite 300, Charlotte, NC 28217  
Fax: (704) 998-3260

17. ***SUPPLIER AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED***

**TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. SUPPLIER 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 FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier 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 Supplier. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Assignment.** No assignment of this Agreement by the Supplier, 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 Supplier 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.

**20. 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.

21. **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 and its attachments
  - B. the bid solicitation document, including addenda (Exhibit 1)
  - C. the Supplier's bid response (Exhibit 2)
22. **Certificate of Interested Parties.** Supplier 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.
23. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
24. **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)

**SUPPLIER**

Signature: Lee Ann Queen

Printed Name: Lee Ann Queen

Title: Director - Pricing Services

Date: 5-2-2017

**CITY OF CORPUS CHRISTI**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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. N/A

Exhibit 2: Supplier's Bid Response

## **Attachment A: Scope of Work**

### **1. General Requirements**

Supplier shall supply the Central Library with new editions of library books, audio and visual recordings, which will be utilized at all six City libraries.

### **2. Scope of Work**

- A. Supplier shall supply an online database limited to titles available through standing order service which can be shipped automatically upon publication without further request from the library.
- B. The database must also include information about title changes, availability dates of titles, and allow the library staff to review pending shipments and invoices.
- C. Shipping and handling costs will be included with the cost.
- D. Supplier will not require a minimum order or attach any penalty to orders below a certain size.
- E. When requested, supplier shall deliver books, audio and visual recordings that are pre-recorded, pre-processed, and ready for issuance to library patrons.



## Attachment B: Bid/Pricing Schedule

### Baker & Taylor Discount and Conditions of Sale Texas State Agreement 715-M2

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment A. 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	40.5%	
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 % L = 8.0% (b)(c) 7 = 46.5% (c) M = 8.0%(b)(c) 1 = 40.5% (c) 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 / 3 = 8.0 %	
XI.	Enhanced Service Program	Y / Q	Q = 8.0 % Y = 0.0 + \$ 6.50/unit (d)	
XII.	Spoken Word Audio	H	45.5%	
XIII.	Board Books	I	Hardcover = see Category II Paperback = see Category IV	
XIV.	Novelty Items/Activity Books	I	Hardcover = see Category II Paperback = see Category IV	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 10.0 % E = 10.0 % 20.0 %	

- (a) Please see Attachment 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) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (c) 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.
- (d) 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 \$ 6.50 / unit.

**Music Audio / Video Material**

**Discount from  
Manufacturer's Current List Price**

<b>DVD / BluRay .....</b>	<b>28.5%</b>
<b>Music Compact Discs .....</b>	<b>25.0 %</b>
<b>Playaway View .....</b>	<b>0.0 %</b>

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

## **Baker & Taylor Discount Information**

**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 PawPrints 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 in this Attachment B do not apply to Baker & Taylor's 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.

*Selected accounts utilize our Customized Library Services (CLS) division for customized cataloging/processing services. Per unit prices for these services are listed below.*

*While these specific service packages are not included under 715-M2, we will be pleased to honor the per unit prices as listed.*

### **PRINT MATERIAL**

BAKER & TAYLOR/CLS reserves the right to adjust pricing if the Library's requirements change at any time. The following pricing is based upon the library's current terms. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, BAKER & TAYLOR/CLS may adjust pricing accordingly. All items will be supplied by CLS unless otherwise noted:

#### **PRINT ONGOING COLLECTION SERVICES.....\$3.50/UNIT**

##### **INCLUDES:**

1. BEST AVAILABLE OCLC RECORD
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. MYLAR JACKETS
5. LABEL PROTECTORS
6. 3M THEFT DETECTION STRIPS
7. SPINE LABELS
8. BARCODE LABELS
9. BRANCH LABELS

##### **ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:**

Spoken Word Audio Standard/DMP Processing (Additional) .....	\$2.35/\$3.10
Juvenile Kits Cataloging and Processing (Additional) .....	\$2.25/UNIT
Laminate Paperback Covers (Additional) .....	\$1.99/UNIT
Original Cataloging .....	\$10.00/TITLE
Link and Affix Customer Supplied RFID Tags* (Additional) .....	\$0.30/UNIT*

\*Baker & Taylor currently works with most RFID systems. Our tags operate at 13.56MHz, and are re-writeable, and fully compliant with ISO15693. If after compatibility testing B&T does not have the current software/hardware in place for the system chosen by the library, Baker & Taylor reserves the option to revise this pricing. In these instances customers should supply B&T unprogrammed RFID tags

- ◆ OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING AND PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED, OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY. IF STORAGE IS REQUIRED, BAKER & TAYLOR WILL STORE THE MATERIALS IN A FULLY INSURED AND CLIMATE CONTROLLED FACILITY UNTIL THE DESIRED SHIPMENT DATES. INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.
- ◆ FOR THOSE RECORDS WHERE CATALOGING IS NOT AVAILABLE IN THE LIBRARY'S DATABASE OR B&T'S CATALOGING UTILITY, CLS WILL PROVIDE AN ORIGINAL CATALOGING RECORD FOR \$10.00/TITLE. TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT \$10.00/TITLE FOR THE FIRST COPY OF EVERY TITLE ORDERED. IF MULTIPLE COPIES OF A TITLE ARE ORDERED, THE \$10.00 CHARGE WILL ONLY APPLY ONCE, HOWEVER, THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT INCLUDING THE INITIAL UNIT THAT RECEIVES THE \$10.00 CHARGE.

## 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: 14<sup>th</sup> 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/O)**  
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 Attachment A)**  
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 PawPrints 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)

### **Attachment C: Insurance Requirement**

Insurance is not required for this supply agreement, item 5. Insurance on page 2 of 7 of this agreement is null.

## **Attachment D: Warranty Requirements**

Supplier will supply new products under this supply agreement.