



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
CS13-033**

**1. Agenda Item Number:**

29

**2. Council Meeting Date:**  
September 27, 2012

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** September 5, 2012

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community Services

**5. SUBJECT:** Award Agreement No. CS3-525-3145 for Library Materials & Related Services to Baker & Taylor, Inc. and Midwest Tape, LLC in a combined total amount not to exceed \$1,450,000.00 for the initial two-year period with the option to renew for two additional two-year periods.

**6. RECOMMENDATION:** Recommend award of Agreement No. CS3-525-3145 for Library Materials & Related Services to Baker & Taylor, Inc. and Midwest Tape, LLC in a combined total amount not to exceed \$1,450,000.00 for the initial two-year period with the option to renew for two additional two-year periods.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The Library contracts with book and media vendors to obtain the best discount for library materials. These agreements will enable the library to continue to receive the best prices for hardcover and paper cover materials of adult fiction and nonfiction, youth fiction and nonfiction, children's picture books and board books, reference books, leased material, audio books, DVDs, CDs and electronic books. The items purchased from these vendors are discounted up to 46.5% and come preprocessed so that they can quickly be made available to library customers.

**8. EVALUATION PROCESS:** On June 18, 2012, staff issued a Request for Proposals (RFP) for Library Materials & Related Services. The RFP was advertised and all registered vendors were notified. Seven responses were received and evaluated. The selection process was conducted in accordance with established City policies and procedures. An evaluation committee consisting of staff from Purchasing and Community Services was formed to evaluate the proposals received using the evaluation criteria listed in the RFP. The committee recommends award to Baker & Taylor and Midwest Tape due to their experience, ability to meet scope of work, capabilities, delivery and inventory selection, and lowest pricing and highest percentage discount offered. The contract term is for a two-year period, November 1, 2012 through October 31, 2014 with options to extend for two additional two-year periods.

**9. FINANCIAL IMPLICATIONS:** Funds for this request are allocated from General Fund Library Education Supplies 101.4310.0000.5320.

**10. PROPOSED MOTION:** Move to award Agreement No. CS3-525-3145 for Library Materials & Related Services to Baker & Taylor, Inc. and Midwest Tape, LLC in a combined total amount not to exceed \$1,450,000.00 for the initial two-year period with the option to renew for two additional two-year periods.

**APPROVALS**

**11. Requesting Department**

*Brenda Brown*

Brenda Brown, Library Manager

**12. Department Head**

*Mark M. Eynatten*

Mark M. Eynatten, Community Services Director

**13. Procurement Officer**

*Kristy Garcia*

Kristy Garcia, CPPB

**14. City Manager**

*Rich Dlugas*

Rich Dlugas

**CITY OF CHANDLER GOODS and SERVICES AGREEMENT  
LIBRARY MATERIALS AND RELATED SERVICES  
AGREEMENT NO.: CS3-525-3145**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Baker & Taylor, Inc. (a Corporation of the State of Delaware), hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Library Manager /designee (Contract Administrator), to provide the goods and services required by this Agreement.

**1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

**1.3. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

**1.4. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**1.5. Annual Usage Report.** CONTRACTOR shall furnish CITY a usage report on an annual basis delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Library Materials and Related Services all as more specifically set forth in the Scope of Work, labeled Exhibit B, and Price Schedule, labeled Exhibit C, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Discount Terms and Conditions of Sale (Firm Order Book) (Attachment A-1), Music / DVD Materials (Attachment A-2), Axis 360 and Gale E-Book Services (Attachment A-3), Terms and Conditions of Sale Lease Services (Attachment A-4), Category Types and Definitions (Attachment B), Enhanced Services Program (Attachment C), Return Policies (Attachment D), Print Material Pricing Proposal (Attachment H) are attached hereto and incorporated herein by reference.

**2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.3. Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.4. Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.5. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.
- 2.6. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
- 2.6.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.6.2** A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.6.3** The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.6.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.6.5** The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.6.6** In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.6.7** In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

- 2.7. Warranties.** CONTRACTOR shall accept the authorized return of items that are damaged, defective (i.e. publisher's defects), or incorrectly shipped. Refer to attached Return Policies (Attachment D) for detailed information on credits and returns.
- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 3.4. New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.5. New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.
- 3.6. Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.
- 3.7. Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 3.8. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 3.9. Delivery.** In-stock items requiring a mylar jacket or case shall ship within one day of receipt of order (delivered within 2-3 days). Items requiring additional cataloging/processing services shall be shipped within 3-5 days of receipt of order (delivered within 5-8 days). Any items that must be backordered with publishers will be consolidated and shipped within 7 days of receipt from the publisher.
- 4. PRICE:**
- 4.1.** CITY shall pay to CONTRACTOR an amount not to exceed One Million Four Hundred Fifty Thousand Dollars (\$1,450,000) initial two-year period, including all companion agreements, for the completion of all the goods, work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

- 4.2. Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3. Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4. Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 4.5. Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 4.6. Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.7. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.8. Price Adjustment (Annual).** All prices and discounts from current publisher's list price offered herein shall be firm against any increase or change for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.9. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5. TERM:**
- 5.1.** The contract term is for a two year period, November 1, 2012 through October 31, 2014, subject to mutually agreed upon additional successive periods of a maximum two years per extension with a maximum aggregate including all extensions not to exceed six years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 6. USE OF THIS CONTRACT:**
- 6.1.** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. **TERMINATION:**

8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;

- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and

evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

- 10.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY  
Contract Administrator: Library Manager /  
designee  
Contact: Brenda Brown  
Mailing Address: PO Box 4008, MS 601  
Physical Address: 22 S. Delaware St.  
City, State, Zip Chandler, AZ 85244-  
4008  
Phone: 480-782-2817  
Fax: 480-782-2723

In the case of the CONTRACTOR  
Firm Name: Baker & Taylor  
Contact: Lee Ann Queen  
Address: 2550 W. Tyvola Rd.,  
Suite 300  
City, State, Zip Charlotte, NC 28217  
Phone: 704-775-1800  
Fax: 704-998-3260  
Email: queenl@baker-  
taylor.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13. **CONFLICT OF INTEREST:**

13.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

13.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

13.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14. **GENERAL TERMS:**

14.1. **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

- 14.2. **Entire Agreement.** This Agreement, including all Exhibits and Attachments attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.5. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.6. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 11<sup>th</sup> day of September, 2012.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: Lee Ann Green  
Signature Lee Ann Green  
Director - Pricing Services

ATTEST:

SEAL

ATTEST: If Corporation  
Jeffrey Leonard  
Secretary Chief Financial Officer

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: CS3-525-3145 Library Materials and Related Services</b>		
<b>Name (as listed in the contract): Lee Ann Queen</b>		
<b>Street Name and Number: 2550 W. Tyvola Rd., Suite 300</b>		
<b>City: Charlotte</b>	<b>State: NC</b>	<b>Zip Code: 28217</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

*Lee Ann Queen*

**Printed Name:** Lee Ann Queen

**Title:** Director - Pricing Services

**Date (month/day/year):** 09-11-2012

## **EXHIBIT B SCOPE OF WORK**

Contractor shall provide library materials and related services in conformance with the following specifications:

### **1. GENERAL SPECIFICATIONS**

- 1.1. Contractor shall provide multiple formats of print, non-print and digital materials for use in a public library setting, and processing and cataloging services related to these materials. The Library wishes to obtain all formats of print and media materials including but not limited to the following:
  - Books for adults and children in all binding formats
  - Best-selling titles
  - Fiction and nonfiction titles covering all subjects and genres
  - Large print materials
  - Adult and juvenile foreign language materials
  - Juvenile picture and "easy" books
  - Beginning readers and chapter books
  - Board books
  - Books with media
  - Graphic novels
  - Movie and TV tie-in titles
  - Spanish language fotonovelas
  - Adult and juvenile reference materials
  - Audio books on CD for adult and children
  - DVDs
  - Music CDs
  - E-books, E-audio, E-video, E - music
  - Streaming digital materials
- 1.2. Contractor shall supply customized selection lists and other collection development tools/resources.
- 1.3. Contractor shall provide pricing options for the processing and cataloging services of all library materials.
- 1.4. Contractor shall provide a lease program that will allow the Library's branches to receive specific quantities of the most popular and/or best-selling titles.

### **2. ORDERING AND INVENTORY SYSTEMS**

- 2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City.
- 2.2. Contractor's inventory and information system must provide access to both forthcoming and previously published print and digital materials.
- 2.3. Contractor shall confirm order within 24 hours after receipt.
- 2.4. Contractor's inventory shall be updated at a minimum of once per week.
- 2.5. Contractor will provide at least brief records upon submittal of order at no additional cost to the City.

2.6. Contractor will provide notice when cannot supply/ship the full number of copies per title ordered.

### **3. CUSTOMER SUPPORT**

3.1. Contractor shall provide contact information for each service area: sales, collection development, processing, accounts receivable, and general customer service.

3.2. Contractor shall specify the reports they can produce and provide examples of the reports as part of its proposal to include: backorder report, cancellation report, and order status report. In the case of online reports, specific instructions should accompany the example of the report.

### **4. DELIVERY**

4.1. Contractor will catalog, process and deliver 90% of all in-stock items within 15 calendar days from date of order receipt date.

4.2. Contractor will allow the Library to select their own backorder/cancellation policy.

4.3. Contractor shall clearly mark all shipments as inside delivery. Contractor must ensure that this is communicated to the shipping carrier prior to shipment to the goods.

4.4. Contractor will ensure that packing slips are box specific and included in the box prior to shipping.

4.5. Contractor will provide protection treatment for contents of shipping boxes and cartons.

4.6. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

4.7. Contractor agrees that prices shall be Free On Board Destination, Freight prepaid, INSIDE DELIVERY.

### **5. INVOICES**

5.1. Contractor shall provide invoices that list items shipped in alphabetical order by title, as well as list price, percentage discount, net price of each item, and processing and cataloging fees (if any). Totals must be given that reference the account number for items purchased.

5.2. Contractor agrees that invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

5.3. Contractor agrees to accept payment for materials purchased with ACH transactions and/or Procurement card.

### **6. TAXES**

6.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12

Refer to Attachment A for complete discount information. Refer to Attachment B for Category Definitions.

**EXHIBIT C  
PRICING**

**Vendor to provide their percentage discount from the Publisher's price on the following:**

**PURCHASED MATERIALS**

Hardcover - adult, young adult, juvenile      **Category I, II**      46.0%

Hardcover – children's picture books      **Category I, II**      46.0%

NOTE: For Picture Books, the discount listed is available for Trade editions; this type of material may be produced in other hardcover bindings and may fall under other material categories. See Attachment A for an outline of available terms.

Board Books      **Category XIII**      40.1%

Trade paperback (fiction and nonfiction, adult and youth)      **Category III, IV**      40.1%

Mass market paperback (fiction and nonfiction, adult and youth)      **Category V**      40.1%

Reinforced editions (fiction and nonfiction, adult and youth)      **Category VI, VII**      26.0%

Spanish language (fiction and nonfiction, adult and youth)  
Hardcover      0 - 46%

Paperback      0 – 40.1%

NOTE: For US domestically produced editions, the discount is dependent upon the category of material and binding type and will fall within the range indicated above. Imported editions will be invoiced at list price.

Large print (fiction and nonfiction, adult and youth)  
Hardcover      **Category I, II**      46.0%

Paperback      **Category III, IV**      40.1%

NOTE: The discount listed for these categories is available for recent release titles from widely distributed publishers. The discount will vary based upon material category and publisher type. See Attachment A for a complete outline of available terms.

Graphic Novels (adult, young adult, and juvenile)  
Hardcover      **Category I, II**      46.0%

Paperback      **Category III, IV**      40.1%

NOTE: The discount listed for these categories is available for recent release titles from widely distributed publishers. The discount will vary based upon material category and publisher type. See Attachment A for a complete outline of available terms.

Spoken word on compact disc, unabridged      **Category XII**      46.5%

Spoken word on compact disc, abridged      **Category XII**      46.5%

NOTE: The discount listed for these categories is available for recent release titles from widely distributed publishers. Not all spoken word audio editions meet these criteria; other editions will be discounted as outlined in Categories VII, VIII, IX, X, or XI (Attachment A).

DVDs		
Feature Films		<u>30.0%</u>
Nonfiction		<u>30.0%</u>
Music compact discs		<u>27.0%</u>
Single CD/DVD replacement disc		<u>\$7.99 / disc</u>
	For any in-print publisher available disc	
Digital Media (e-content)		
E-book		<u>0.0%</u>
	(See Attachment A-3 for information on Gale E-Book services and on Axis360 digital platform)	
E-audio		<u>0.0%</u>
	(available by December 2012)	
Text, Technical, Reference, Small Press and/or Titles of Limited Demand		<u>0 – 10.0%</u>
<b>– Category IX</b>		

\*Titles which receive minimal publisher discount will be invoiced at list price. Titles where B&T 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.

#### **LEASE PLANS**

Provide literature that includes the kinds of materials you lease as well as plan descriptions and costs.  
See Attachment A-4 for details.

**Vendor to provide pricing with discounts (no processing/cataloging) for the following using provided ISBN/UPC:**

#### **Adult Print Titles**

Title	ISBN	Cost
The Art of Fielding	9780316126694	<u>\$14.03</u>
11/22/63: A Novel	9781451627282	<u>\$18.90</u>
The Last Boyfriend	9780425246030	<u>\$ 9.58</u>
Secrets and Speed Dating	9780373178155	<u>\$ 2.99</u>
The Pioneer Woman Cooks	9780061997181	<u>\$16.19</u>
Thinking Fast and Slow	9780374275631	<u>\$16.20</u>
Steve Jobs	9781451648539	<u>\$18.90</u>
Cracking the GED	9780375428388	<u>\$13.78</u>
Frommer's California	9781118017319	<u>\$14.37</u>

**Youth Print Titles**

<u>Title</u>	<u>ISBN</u>	<u>Cost</u>
Press Here	9780811879545	<u>\$ 8.63</u>
Mouse & Lion	9780545101479	<u>\$13.28</u>
Marley: The dog who ate my homework	9780062074812	<u>\$ 9.17</u>
Spiderman vs. Venom	9780061626302	<u>\$ 2.39</u>
Abe Lincoln at Last	9780375868252	<u>\$ 7.01</u>
Arizona	9781608705214	<u>\$23.21</u>
Dragon's Oath	9781250000231	<u>\$ 7.01</u>

**Audio Books**

<u>Title</u>	<u>ISBN</u>	<u>Cost</u>
Bossypants	9781609419691	<u>\$16.04</u>
Steve Jobs	9781442346277	<u>\$26.74</u>
Forever	9780545315289	<u>\$21.39</u>
The Serpent's Shadow	9781455808441	<u>\$16.04</u>

**Music CDs**

<u>Title, Artist</u>	<u>UPC</u>	<u>Cost</u>
21, Adele	886974469926	<u>\$ 8.75</u>
Blown Away, Carrie Underwood	886979809420	<u>\$ 8.75</u>
Canciones de amor, Ricardo Arjona	886919338126	<u>\$ 5.83</u>
Church on the Moon, Deitrick Haddon	886977133626	<u>\$ 8.75</u>
Glee, the music: Journey to regionals	886977287824	<u>\$ 5.10</u>

**DVDS**

<u>Title</u>	<u>UPC</u>	<u>Cost</u>
The Last Lions	829567075524	<u>\$13.99</u>
Downton Abbey, Season 2	841887016087	<u>\$31.49</u>
Dora's Easter Adventure	097368230040	<u>\$11.89</u>
Breaking Dawn, part 1	025192134548	<u>\$21.34</u>
Iron Lady	013132471396	<u>\$20.99</u>
True Blood, season 3	883929156719	<u>\$41.99</u>
Frozen Planet	883929213788	<u>\$27.99</u>
Bag it	767685262795	<u>\$20.97</u>
Jillian Michaels Kickbox Fastfix	018713589156	<u>\$10.49</u>
Barbie as the Princess and the Pauper	025192043963	<u>\$ 6.99</u>

**Vendor to provide unit of service pricing for each of the following:**

**PROCESSING SERVICES**

Books

	Cost
Mylar cover on dust cover	<u>\$0.60 / unit (loose)</u>
Dust cover taped on book	<u>\$0.65 / unit (taped)</u>
Barcode, scannable (supplied by Library)	<u>*Application price is \$0.15 for either a one-part barcode label or a two-part barcode label.</u>
Barcode, eye-readable (supplied by Library)	<u>*Application price is \$0.15 for either a one-part barcode label or a two-part barcode label.</u>
Barcode protector, when applicable	<u>Free</u>
Property label	<u>\$0.15 / label</u>
Radio frequency identification (RFID) tag (supplied by vendor)	<u>\$0.34 / tag</u>
Attachment of radio frequency identification (RFID) tag	<u>\$0.10 / tag</u>
Programming of RFID	<u>\$0.25 / tag</u>
3M security strip and attachment (strips supplied by vendor)	<u>\$0.44 / unit</u>
Call number label	<u>\$0.20 / label</u>
Label protector, when applicable	<u>Free</u>
Fully processed and shelf-ready	<u>\$1.55 / unit**</u>

\*\*Includes spine label, property stamp, RFID label attached, barcode label, label protectors, and a taped mylar jacket. Should the Library opt for additional components/services, refer to the a-la-carte menu above for add-on per unit prices.

Media

	Cost
Replacement of original case: includes insertion of publisher-produced artwork, as supplied with original product.	
CD book	<u>\$2.60 / unit</u>
Music CD	<u>\$1.00 / unit</u>
DVD	<u>\$1.00 / unit</u>
Removing wrappings and security	<u>\$0.50 / unit</u>
Barcode, scannable (supplied by Library)	<u>*application price is \$0.15 for either a one-part barcode label or a two-part barcode label.</u>
Barcode, eye-readable (supplied by Library)	<u>*application price is \$0.15 for either a one-part barcode label or a two-part barcode label.</u>
Property label	<u>\$0.15 / label</u>
3M security strip with overlay (supplied by vendor)	<u>\$1.50 / unit</u>
Call number label	<u>\$0.20 / label</u>

7-day label		<u>\$0.15 / label</u>
Label protector, when applicable		<u>Free</u>
Radio frequency identification (RFID) tag (supplied by vendor)		<u>\$1.25 / tag</u>
Radio frequency identification (RFID) tag (supplied by Library)		<u>\$0.15 / tag</u>
Programming of RFID		<u>\$0.25 / tag</u>
Cloth pockets for CDs, when applicable		<u>Free</u>
Fully processed and shelf ready	Spoken Word CD	<u>\$4.10 / unit (1)</u>
	Music CD / DVD	<u>\$3.19 / unit (2)</u>

#### Digital Media

Annual hosting and/or maintenance fees See Attachment A-3 for information on Axis 360 digital platform		<u>\$6,500.00 (for Axis 360)</u>
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#### CATALOGING SERVICES

CIP upgrades		<u>(3)</u>
Generic MARC		<u>\$0.30 / record</u>
Book: for any title with an existing record in vendor cataloging database		
Spoken Word Audio: for any title annotated and advertised in vendor Forecast publication		
Music CD/DVD: for any title annotated and advertised in our Alert publication		
Basic Dewey (DLC preferred)		<u>included in Generic MARC price above</u>
Local call numbers		<u>included in Generic MARC price above</u>
Editing of existing records based on bibliographic utility (customized MARC)		<u>(3)</u>
Uploading holding to OCLC		<u>Free of charge through OCLC Cataloging Partners</u>
Original cataloging		<u>\$10.00 / title (3)</u>
Fully shelf-ready cataloging		<u>(3)</u>

#### COLLECTION DEVELOPMENT SERVICES

Selection lists (forthcoming titles) Standardized:		<u>Free</u>
Selection lists (forthcoming titles) Customized		<u>\$850.00 / year (unlimited profiles)</u>
Special bibliographies		<u>Free</u>

(1) Includes vendor supplied case, insertion of publisher produced artwork, 3 labels (property stamp, loan period, fines/fees), vendor-supplied RFID overlay (1), and vendor-supplied hub-barcode. Should the Library opt for additional components/services, please see the a-la-carte menu above for add-on per unit prices.

(2) Includes vendor supplied case, color digital scan of artwork with 3 embedded labels (property stamp, loan period, fines/fees), vendor-supplied RFID overlay (1), and vendor-supplied hub-barcode. Should the Library opt for additional components/services, please see a-la-carte menu above for add-on per unit prices.

(3) These services are available only through vendor's Customized Library Services (CLS) division. Per unit, blended prices incorporate both cataloging and processing services (outlined in Attachment H). Available add-on services also listed in Attachment H for Book, Spoken Word Audio, Music CD and DVD product.

**Baker & Taylor, Inc.**  
**Discount Terms and Conditions of Sale (Firm Order Book)**  
**City of Chandler**

Baker & Taylor, Inc. 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 *	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	0 (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	46.0 %
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	46.0 %
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B (Paperback Trade Editions) C (Paperback Computer Books)	40.1 %
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.1 %
V.	Mass Market Paperback Editions	P	40.1 %
VI. and VII.	<u>Reinforced Bindings</u> Single Edition Reinforced (Juvenile) Publisher Library Edition (Juvenile)	R Z	26.0%
VIII.	University Press Trade Editions	A	10.0 %
IX.	Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some spoken word audio)	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers and/or Titles of Limited Demand) M (Paperback Editions from Small, Specialty Publishers and/or Titles of Limited Demand) T/U/V/W/4/7/Letter O (Specialty Textbooks) 5/6/8 (Professional Medical Titles)	S = 10.0 % X = 10.0 % N = 0.0 %** L = 10.0% *** M = 10.0% *** T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 % 4 = 10.0% 7 = 10.0% Letter O = 10.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	Imported English and Non-English Language Editions	F/K/1/3	0.0 %
XI.	Enhanced Service Program	Y / Q	0.0 % ****
XII.	Spoken Word Audio	H	46.5 %
XIII.	Board Books	I	40.1 %
XIV.	Novelty Items/Activity Books	I	40.1 %
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio	D E	D = 0.0 % E = 0.0 % 25.1 %

\* Please see Attachment B 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, depending upon the relationship established with the individual content suppliers.

\*\* Titles which receive minimal publisher discount will be invoiced at publisher's list price.

\*\*\* Represents publishers with limited sales volume, based upon a semi-annual review and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Also represents individual titles which do not qualify for preferred stock status, based upon quarterly review. These titles may be of any binding type or publisher of origin.

\*\*\*\* 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.

**Baker & Taylor, Inc.  
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 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 A do not apply to Baker & Taylor's Continuation Services 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.

**Title Source Subscription**

***The Library is a current subscriber to our Title Source website. Please use your existing ID in conjunction with the terms listed in Attachment A to assist in the evaluation of our proposal.***

Music / DVD Materials

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

<b>DVD</b> .....	30.0 %
<b>Music Compact Discs</b> .....	27.0 %
<b>Playaway View</b> .....	0.0 %

*(available December 2012)*

\*  
*Titles receiving minimal supplier discount, or which are under supplier restriction, or titles produced by small, specialty vendors will be invoiced at Manufacturer's Suggested Retail Price.*

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

## Axis 360 Digital Media Platform and E-Content

*Baker & Taylor offers an e-book circulation service - Axis 360. The service provides a platform on which libraries can provide e-books to their patrons for download and use on a range of computers and portable devices. Audiobooks will be added to the service in 2012.*

*The content offering for Axis360 has a focus on current popular materials: fiction in all genres and non-fiction in all subjects. Children's material is especially well represented.*

*Content for the Axis 360 platform is discoverable via our website, and can be ordered from Baker & Taylor via our website or by any established process the library prefers.*

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*Blio Reader*

*Axis 360 uses the Blio Reader to enhance the user's reading experience. Books delivered via Blio have the same layout, fonts and full-color images that appear in the print versions of the work.*

*Blio ebooks can read aloud to you, highlighting each word as it is pronounced, so you can follow along. Settings options within the Reader also allow text to speech (TTS) rendering to be controlled for reading instruction. Users can change parameters so that TTS will pause after a single sentence, a paragraph, or a page, or read continuously, with automated page turning, right on through to the end of the book. (Text to speech rights are assigned by publishers).*

*Blio provides for all books a menu of reference tools. Users can look up words they might not be familiar with or get more information on a topic by searching Google, Bing, and other online resources via the embedded browser without ever leaving the book. Users can highlight, take notes, add pictures, and even web links to the notes section of each book.*

*For users of smaller-format reading devices, Blio offers ReadLogic, a feature that goes way beyond text reflow. When a full page cannot readably fit your device's screen size, ReadLogic knows to automatically zoom and navigate to the next logical place in the book for you to read, whether it's the next paragraph, a caption, or a sidebar.*

*Publishers now are also creating new kinds of digital books -- texts that may contain audio or video files or interactive elements. The Axis 360 platform and Blio Reader support the full range of ebook enhancements from publishers.*

*Cloud-Based Delivery*

*All of a user's digital materials are aggregated within the Blio application on a single book shelf in the cloud, and these materials are accessible from any device running the Blio Reader. This allows any content to be synched across all devices running the Blio Reader software. A user of Blio can begin reading material on their desktop, make notes on pages, create bookmarks and highlight text, and then open Blio Reader on another device. Though cloud-based synching, the user can access all of their work along with the ebook, open to the page where they left off reading on the first device.*

*Materials are available to loan on a one book – one user model. At the end of the defined access period, digital rights management programming, which governs the availability and use of the electronic content, will expire, and the user's copy is returned to the institution's digital repository for use by another patron. Copies of books returned to the institutional repository are available to loan to a new user and will be delivered as a pristine copy, ready for that user to annotate and bookmark, if desired.*

Data Exchange with Integrated Library Systems

*The Axis 360 platform can be configured to leverage components of integrated library systems (ILS). For example, integration with the ILS can allow for authentication via the patron database to manage user access privileges. Integration with the ILS can also provide direct data exchange with the ILS circulation module, so that the library will be able to pull circulation statistics for digital materials from the same source generating physical material usage information.*

Meeting Accessibility Requirements for Schools, Libraries and Students

*Standards relating to accessibility of electronic and information technology have their origin in two sections of the Rehabilitation Act of 1973, as amended, and in related provisions of the Americans with Disabilities Act (ADA) of 1990. These provisions apply to public entities such as schools and libraries and generally require such entities to use technology for electronic content which is accessible to and usable by individuals with disabilities.*

*Blio has been designed to provide a rich and enjoyable reading experience for all users as well as a fully accessible reading experience for individuals with disabilities, in compliance with federal access standards. With Blio, blind patrons, using commonly available and widely-used screen reader technology, can fully access all books chosen for use. Low vision users can use Blio to magnify books to read them in large print. Print disabled users, such as dyslexic users or those with lower literacy skills, can use Blio's ability to read aloud while highlighting words to access materials. Physically disabled users who require alternative keyboard devices to access electronic materials can use Blio via built in keyboard alternatives.*

*As a result, Blio is designed to provide accessibility directly to end users with no intervention by school or library personnel to prepare materials or to provide investment in various assistive technology products. In short, by choosing to use Blio, administrators and library personnel can be assured of meeting their obligation to provide accessible ebooks and ebook technology to persons with disabilities.*

**Gale E-Book Services**

*Gale E-Book titles are available from Baker & Taylor. Customers may purchase titles for popular Gale OnLine Platforms, such as Gale Virtual Reference Library, Gale Directory Library, and Literary Criticism OnLine.*

*Please see the following pages for details.*

*Prices for services will vary, based upon Library circulation requirements. Please contact your Sales Consultant for assistance with pricing information.*

Baker & Taylor, Inc.'s  
Terms and Conditions of Sale  
Lease Services

**City of Chandler**

Please see our response and the enclosed brochures for program details. Baker & Taylor is pleased to offer the following prices for Lease Services to the City of Chandler:

**Popular Adult Book Lease**

*(price includes processing services per Addendum 1, Library supplied RFID tag, Library supplied barcode, mylar jacket, and property label)*

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment	Price Per Unit
\$18.14	\$29.00*	10	120	\$2,176.80**	2%	\$2,133.26**	\$17.78**

\* Books with a publisher's list price between \$29.01 and \$39.00 will be counted as two (2) against the quota allowance. Books retailing at higher rates will be charged an additional book allowance for every \$ 10 retail price level.

\*\* There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days.

*Please note, a sample plan size of 10 units per month is used above for reference. The Library may request a plan of any size; the same per unit price and quota limit will apply.*

**Spirit Book Lease (Inspirational Titles)**

*(includes B&T standard processing only)*

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment	Price Per Unit
\$11.99	\$17.00*	10	120	\$1,438.80**	2%	\$1,410.02**	\$11.75**

\* Books with a list price over the stated quota limit count as 2 (two) quota.

\*\* There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days.

*Please note, a sample plan size of 10 units per month is used above for reference. The Library may request a plan of any size; the same per unit price and quota limit will apply.*

**CATS (Children's and Teens ) Book Lease**  
*(includes B&T standard processing only)*

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment	Price Per Unit
\$13.27	\$21.00*	10	120	\$1,592.40**	2%	\$1,560.55**	\$13.00**

\* Books with a list price over the stated quota limit count as 2 (two) quota.  
 \*\* There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days.

*Please note, a sample plan size of 10 units per month is used above for reference. The Library may request a plan of any size; the same per unit price and quota limit will apply.*

**Computer Book Lease**  
*(includes B&T standard processing only)*

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment	Price Per Unit
\$19.99	\$33.00*	5	60	\$1199.40**	1%	\$1,187.41**	\$19.79**

\* Books with a list price over the stated quota limit count as 2 (two) quota.  
 \*\* There is a 1.0% discount off of the total plan price if the annual invoice is paid within 60 days.

*Please note, a sample plan size of 5 units per month is used above for reference. The Library may request a plan of any size; the same per unit price and quota limit will apply.*

**DVD Lease**  
*(price includes processing services per Addendum 1, Vendor supplied hub barcode, Vendor supplied RFID overlay(1), color scan digital artwork with 3 embedded labels)*

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment	Price Per Unit
\$27.69	\$31.00*	10	120	\$3,322.80**	2%	\$3,256.34**	\$27.14**

\* Titles with a list price over the stated quota limit count as 2 (two) quota.  
 \*\* There is a 2.0% discount off of the total plan price if the annual invoice is paid within 30 days.

*Please note, a sample plan size of 10 units per month is used above for reference. The Library may request plan sizes from 5 to 200 DVDs per month. The same per unit price and quota limit will apply.*

## 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: The Broker by John Grisham, ISBN: 0385510454.
- 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: A Light in the Attic by Shel Silverstein, ISBN: 0060256737.
- 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: My Sister's Keeper by Jodi Picoult, ISBN: 0743454537.
- 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: Charlotte's Web by E.B. White, ISBN: 0064400557.
- 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 Girl Who Loved Tom Gordon by Stephen King, ISBN: 0671042858.
- 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: Bunnica Strikes Again! By James Howe, ISBN 0689814631.
- 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: If You Give A Pig A Pancake by Laura Joffe Numeroff, ISBN: 0060266872.
- 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: The Oxford Companion to the Garden by Oxford University Press, ISBN: 0199551979.
- IX. Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 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 and may be of any binding. Examples within this category would be: The Merck Index, ISBN: 0911910131, Strategies That Work, ISBN: 1571103104 and Beauty and the East ISBN: 1566563879
- X. Imported English and Non-English Language Editions (F,K,1,3)**  
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers.
- 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: Paths to Recovery, ISBN: 0910034311.
- 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 Broker by John Grisham, ISBN: 0739316443.

**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: 0061074292.

**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: Chesterfield the Pig: Book and Toy, ISBN 0307145077.

**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 1435201736 (PawPrints prebound edition) and Mr. Putter and Tabby Spin the Yarn by Cynthia Rylant, ISBN 1417795565 (Turtleback prebound edition)

**Enhanced Services Program**  
*(book and spoken word audio material – optional program)*

Baker & Taylor is pleased to provide 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.

The ESP program builds on Baker & Taylor'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.

Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or publishers whose titles have limited demand, and/or non-commercial publishers will be invoiced at list price. For Libraries concerned about purchasing these types of titles, B&T's Title Source for Windows can assist the librarian in researching a particular item's category and format. These titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail ([btinfo@baker-taylor.com](mailto:btinfo@baker-taylor.com)) to inquire about these titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile setup. Please contact your Customer Service Representative for additional information.

**Institutional Returns Policy**  
(Revised August 2007)

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 in Mokena, Illinois (FAX: 815-472-9886). You may also refer to the website at <http://www.baker-taylor.com/international/return>.

All returns should be sent to:

**Baker & Taylor Returns Center**  
**Department R**  
**5055 W. 79<sup>th</sup> St.**  
**Indianapolis, IN 46268**



## Library & Education Account Audio/Video Product Return Policy

The following guidelines are required to ensure the prompt handling of your Audio / Video (A/V) returns; Music CD, DVD, Blu Ray product. All A/V product returns (excluding DVD/Blu-Ray lease return product - please contact customer service for separate return procedures for your DVD/Blu-Ray Lease program product) require prior return authorization from a Customer Service Representative. **Please contact your A/V Customer Service Rep at 800.775-2600.**

### *How to Obtain Return Authorization*

Contact your A/V 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 mis-ships
    3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your A/V 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 require 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 A/V 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 30 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 for which you have signed 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  
5055 W. 79<sup>th</sup> St.  
Indianapolis, IN 46268**

**Questions? Contact your A/V Customer Service Rep (800.775-2600) or your Inside Sales Consultant**

**PRINT MATERIAL PRICING PROPOSAL**

Based on the information contained in your RFP, we are pleased to propose the following pricing for **print and spoken word material**. BAKER & TAYLOR/CLS reserves the right to adjust pricing if the Library’s requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, BAKER & TAYLOR/CLS may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then CLS may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by CLS unless otherwise noted:

**ONGOING COLLECTION SERVICES.....\$3.95/UNIT**

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. MYLAR JACKET
5. BARCODE
6. LABEL PROTECTORS
7. PROPERTY LABEL
8. 3M SECURITY STRIP
9. SPINE LABEL

**ADDITIONAL SERVICES AT THE LIBRARY’S REQUEST:**

SPOKEN WORD CATALOGING AND PROCESSING (ADDITIONAL) .....	\$2.60/UNIT
VENDOR SUPPLIED RFID TAG (PRINT).....	\$0.34/TAG
VENDOR SUPPLIED RFID TAG (SPOKEN WORD AUDIO).....	\$1.25/TAG
ATTACHING VENDOR OR CUSTOMER SUPPLIED RFID TAG (PRINT) .....	\$0.10/TAG
ATTACHING VENDOR OR CUSTOMER SUPPLIED RFID TAG (SPOKEN WORD AUDIO).....	\$0.15/TAG
PROGRAMMING VENDOR OR CUSTOMER SUPPLIED RFID TAG.....	\$0.25/TAG
VINABIND (ADDITIONAL) .....	\$4.75/UNIT
KAPCO (ADDITIONAL).....	\$1.99/UNIT
ORIGINAL CATALOGING .....	\$10.00/TITLE

- ◆ BAKER & TAYLOR’S PAYMENT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. 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.

## A/V MATERIAL PRICING PROPOSAL

Based on the information provided, we are pleased to propose the following pricing for Audio Visual Material. *Please note:* Pricing is subject to change based on specifications or case changes. If the library requires alternate processing or cataloging requirements, it is at the discretion of CLS to adjust pricing accordingly.

### A/V CATALOGING AND PROCESSING

**DVD.....\$5.95/UNIT\***

**INCLUDES:**

1. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. REPACKAGE DVDs IN CARDBOARD CASES INTO B&T STANDARD BLACK CASES
5. BARCODE LABEL
6. PROPERTY LABEL
7. 3M THEFT DETECTION
8. SPINE LABEL
9. 7 DAY LABEL
10. LABEL PROTECTORS

**MUSIC CD.....\$5.95/UNIT\***

**INCLUDES:**

1. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. REPACKAGE CDs IN CARDBOARD CASES INTO B&T STANDARD BLACK CASES
5. BARCODE LABEL
6. PROPERTY LABEL
7. 3M THEFT DETECTION
8. SPINE LABEL
9. 7 DAY LABEL
10. LABEL PROTECTORS

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

**VENDOR SUPPLIED RFID TAG.....\$1.25/UNIT**  
**ATTACHING VENDOR OR CUSTOMER SUPPLIED RFID TAG.....\$0.15/TAG**  
**PROGRAMMING VENDOR OR CUSTOMER SUPPLIED RFID TAG.....\$0.25/TAG**  
**ORIGINAL CATALOGING .....\$10.00/TITLE**

\* TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT \$10.00/TITLE. THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT, INCLUDING THE INITIAL UNIT THAT RECEIVES THE \$10.00 CHARGE.

\* AV CATALOGING AND PROCESSING PRICES FOR CDs AND DVDS ARE FOR BOTH SINGLE AND MULTIPLE DISC FORMAT.

\* BAKER & TAYLOR'S PAYMENT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. 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. INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.

## CUSTOMIZED LIBRARY SERVICES

The formation of BAKER & TAYLOR's Customized Library Services brought with it the development of a project-oriented approach to Ongoing Collection Development, Opening Day Collections, and Ongoing Online Cataloging and Processing. This approach allows CLS management to schedule all facets of a project or ongoing service, including resources, and provides the foundation and framework for the entire project while creating a mutual understanding of the requirements of both the Library and CLS.

The first step in the implementation of the CLS project management process is the establishment of a project team. All CLS project teams consist of a minimum of a project manager, collection development manager, an automation specialist/cataloging/processing manager, and an account coordinator. Team members are responsible for managing their assigned resources to complete the project. In turn, each team member works closely with the project manager to ensure compliance to all requirements.

The development of the project team begins upon receipt of a completed Customer Needs Assessment or formal/informal proposal request. The project team immediately becomes part of the CLS response team and helps develop an approach that will successfully complete the project and meet the library's requirements. This process ensures that all management resources are in place prior to the submission of our response. Our experience has shown that when the library sets up a project team with similar project responsibilities and scope in advance of the project or ongoing service startup, the documentation and implementation of services is more efficient, accurate, and thorough. Additionally, the library's internal project team, supported by a designated library project manager, can provide a central point of contact for all issues and information. This will help foster communication and insure that all internal library timelines and schedules are met.

Upon successful award to CLS, the project manager immediately contacts the library's project coordinator to begin developing the partnership that will carry throughout CLS service to the library or the projects' completion. At this time, the project manager contacts the library to review the next steps in the process and possible site visit dates and also requests samples of barcodes, genre labels, ownerships labels or other labels as applicable. The project manager will work with the library to schedule a series of conference calls, including the appropriate CLS and library project team members. The goals of these calls will be to establish connectivity to the library's catalog, review the cataloging and processing specifications supplied in the proposal process and further define them if needed, profile any collection development needs, and assist in the coordination of any electronic ordering/account set up. At the end of these conference calls, all CLS project team members will review their notes and provide a comprehensive requirements documentation package to the library. Upon receipt of the library's approval of the requirements package, CLS will create cataloged and processed samples.

Your project manager will deliver these samples to the library, giving the library another opportunity to confirm that CLS understands their requirements. At this time the project manager can walk the library through placing their first orders and discuss a fulfillment schedule with the library.

Ultimately, the key to successful project management is communication. Internally, CLS emphasizes and focuses on team communication for facilitation and completion of all processes and tasks. Externally, this communication is no less important. Team to team communication between the library and CLS builds a confidence and the environment that is needed for the successful completion of any project. In support of this "communications environment", the project manager is responsible for establishing regular conference calls with the library and all the CLS team members. These meetings can serve a number of purposes, such as the regular review of profiles, requirements, and project status updates. Our experience has also proven that these meetings and calls aid in the development of the relationship between CLS and the library by

promoting open lines of communication at all times and by helping to resolve any issues or questions to the mutual satisfaction of the library and CLS.

A final component of project management is consulting support. All CLS project managers have significant project and delivery experience that can provide ongoing support and aide to the library. This additional knowledge base is free of charge and comes from working with seasoned project professionals. This support can be an invaluable and timely tool from collection development strategy all the way to the delivery implementation.

## **CATALOGING**

Customized Library Services' custom cataloging is BAKER & TAYLOR'S premier service. CLS has performed on-line cataloging, editing and maintenance for Libraries since 1989. CLS will use one of two methodologies to perform cataloging services. Our preferred method is to access the Library's ILS using the Z39.50 protocol. Customized Library Services has partnered with The Library Corporation (TLC) to create a state of the art cataloging methodology that leverages Z39.50 protocol for accessing the library's database and a resource pool of records from the Library of Congress and any Baker & Taylor created records. This technology allows our CLS catalogers to have access to the most current version of the library's cataloging records without the overhead of being directly online. Records obtained from the Library's database are saved to a library specific work file located in our secure cataloging utility. The records in the work file are used in the creation of spine labels and as a vehicle for providing item-linking information.

Optionally, CLS can catalog online using the ILS Client supplied by the Library. Using the client software, CLS catalogers will access your database and work live in your database. Added copies will be linked on-line and CLS will catalog and add new titles using the Library's cataloging utility and OCLC (through a third party agreement described below). Original cataloging (described below as well) will be performed as needed. It should be noted that the cost for this alternate methodology could be different then the pricing quoted in this proposal.

Once all necessary information is gathered, the CLS project team will work with the library to determine the best, most economical fit for the library.

### **Major Features of the CLS Preferred Cataloging Methodology (Z39.50):**

Only authorized CLS catalogers have access to the library's database and work file. The cataloger will process material first by searching for a matching record in the library's database and work file simultaneously.

A successful search occurs when our cataloger matches the data elements found in the appropriate record tags. CLS considers the title, author, imprint/publisher, edition and date of publication when matching a record. During the CLS profiling, the project team will document the appropriate attributes for matching records. When a matching record is found, the appropriate item level information (examples: barcode number, list price, collection code, etc.) is keyed and the record is saved to the library's work file.

If a record is not found in the library's database or work file, the CLS Bibliographic Database is searched, followed by LC MARC and the resource databases of TLC. The CLS Bibliographic Database contains all CIP records upgraded to full MARC standards by CLS catalogers, as well as new records created by CLS original catalogers.

If the record is not found in the above resources, the Library may also choose to have CLS search OCLC on their behalf for records not found in the library's catalog. Once a record is located in OCLC it is saved to the Library's work file and the record is updated to the Library's specifications. The option of utilizing OCLC will also help to minimize the Library's need for original cataloging. Please note that the process of using OCLC is available upon CLS' receipt of a signed third party agreement which grants permission to our catalogers to access OCLC on the library's behalf. There are no additional charges from CLS for this service. However, it should be noted that all corresponding OCLC charges will be the responsibility of the Library. On a weekly basis, an electronic file is sent to OCLC to update the library's holdings for all contributed records.

When a full matching record is found in one of the resource databases, it is upgraded to meet the library's specifications and the appropriate item tag is keyed. The record is then saved to the library's work file.

If the matching record found is not a full level record, the record is upgraded to meet LC standards and is saved to the CLS Bibliographic Database. The record is then further edited to meet the library's specifications and the appropriate item record is keyed. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the Library's local standards. If a matching record cannot be found in the multi-database search string, a request is forwarded to an original cataloger in the CLS department. Our original catalogers will create a record according to AACR2 rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the CLS Bibliographic Review File. Once the record has been reviewed and approved, it is saved in the CLS Bibliographic Database. The library's assigned cataloger is notified and the record will be edited to meet the library's specification and appropriate item tag is keyed.

Every title sent to the library will have a full MARC record with the appropriate item tags. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

When the cataloger has completed the order, laser printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. The barcode is provided in a standard format, with an eye readable number strip available. All other labels are customizable for font, pitch, boldness and italics. Options for label font include Courier, Times New Roman and Arial and pitches 12, 14, 16 and text can be left justified or centered. For thin books, we can provide one line spine labels and for Picture Books we can provide a larger font author letter spine label. The library will supply a unique barcode range, barcode prefix, and symbology information.

Call number and bibliographic information is extracted directly from the MARC record to ensure accuracy. After the labels are printed, a file of MARC records corresponding to the titles in the order is created. Released records are flagged so they cannot be selected again.

The file of records will be put on the B&T FTP server for the library to retrieve and load. The records are maintained on the Library's work file for historical reference.

## **PROCESSING**

The CLS department has over 500 trained professionals staffed to handle the library's customized requirements. These staff members are dedicated to meeting the library's requirements and exceeding your expectations. Our commitment to excellence and doing the job right the first time is unmatched in our industry. After cataloging is complete, the processing department completes the physical processing of each item. The processors review the processing instructions gathered at the site visit. Following these instructions, the processor attaches the spine label, barcode, and any special labels required by the library. After the application of all physical components, the library's materials move to the jacket selection area. Experienced technicians size the books so the appropriate Mylar jacket can be applied to the dust cover of the book. After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross referencing the completed processing and the processing instructions gathered at the site visit. Once the library's material passes this stage, the order is ready to be staged for delivery to the library.

**CITY OF CHANDLER GOODS and SERVICES AGREEMENT  
LIBRARY MATERIALS AND RELATED SERVICES  
AGREEMENT NO.: CS3-525-3145**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Midwest Tape, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to provide the goods and perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Library Manager /designee (Contract Administrator), to provide the services required by this Agreement.

**1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

**1.3. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

**1.4. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**1.5. Annual Usage Report.** CONTRACTOR shall furnish CITY a usage report on an annual basis delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Library Materials and Related Services all as more specifically set forth in the Scope of Work, labeled Exhibit B, and Price Schedule, labeled Exhibit C, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Responses to Scope of Work (Attachment A) and Discount Exceptions and Clarifications to Pricing (Attachment B) is attached hereto and incorporated herein by reference.

**2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

prepaid by CONTRACTOR) to pick up the item at no charge. Replacements are sent to the library as soon as the damaged items are received back at the CONTRACTOR's warehouse. Contact Customer Service for prompt response to any returns needs.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 3.4. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.5. **New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.
- 3.6. **Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.
- 3.7. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 3.8. **Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 3.9. **Delivery.** Delivery shall be made within (7) business days (in-stock material) after receipt of a Contract Purchase Order (ARO).
4. **PRICE:**
  - 4.1. CITY shall pay to CONTRACTOR an amount not to exceed One Million Four Hundred Fifty Thousand Dollars (\$1,450,000) initial two-year period, including all companion Agreements, for the completion of all the goods, work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
  - 4.2. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay

any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

- 4.3. Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4. Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 4.5. Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 4.6. Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.7. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.8. Price Adjustment (Annual).** All prices and discounts from current publisher's list price offered herein shall be firm against any increase or change for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.9. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.10. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

**5. TERM:**

- 5.1.** The contract term is for a two year period, November 1, 2012 through October 31, 2014, subject to mutually agreed upon additional successive periods of a maximum two years per extension with a maximum aggregate including all extensions not to exceed six years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

**6. USE OF THIS CONTRACT:**

- 6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at

[www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

- 6.2. If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.3. The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.4. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

## 7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 10.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage

requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- 12. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Library Manager /  
designee  
Contact: Brenda Brown  
Mailing Address: PO Box 4008, MS  
601  
Physical Address: 22 S. Delaware St.  
City, State, Zip: Chandler, AZ  
85244-4008  
Phone: 480-782-2817  
Fax: 480-782-2723

In the case of the CONTRACTOR

Firm Name: Midwest Tape, LLC  
Contact: Jeff Jankowski  
Address: 6950 Hall Street  
City, State, Zip: Holland, OH 43528  
Phone: 800-875-2785  
Fax: 800-444-6645  
Email: jjankowski@midwesttapes.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**13. CONFLICT OF INTEREST:**

- 13.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 13.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 13.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14. GENERAL TERMS:**

- 14.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 14.2. Entire Agreement.** This Agreement, including all Exhibits and Attachments attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written

or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 14.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.5. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.6. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

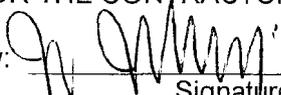
IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 5<sup>TH</sup> day of September, 2012.

ERIC TIMM  
Notary Public, State of Ohio  
My Commission Expires 04-06-2015

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By:   
Signature

ATTEST:  
\_\_\_\_\_  
City Clerk

ATTEST: If Corporation  
SEAL  
\_\_\_\_\_  
Secretary

Approved as to form:  
\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: CS3-525-3145 Library Materials &amp; Related Services</b>		
<b>Name (as listed in the contract): Midwest Tape, LLC</b>		
<b>Street Name and Number: 6950 Hall St.</b>		
<b>City: Holland</b>	<b>State: OH</b>	<b>Zip Code: 43528</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

*Tina M. Shields*

**Printed Name:** Tina M. Shields

**Title:** Human Resources Manager

**Date (month/day/year):** 9-5-12

## **EXHIBIT B SCOPE OF WORK**

Contractor shall provide library materials and related services in conformance with the following specifications:

### **1. GENERAL SPECIFICATIONS**

1.1. Contractor shall have the capability of providing multiple formats of print, non-print and digital materials for use in a public library setting, and processing and cataloging services related to these materials. The Library wishes to obtain all formats of print and media materials including but not limited to the following:

- Books for adults and children in all binding formats
- Best-selling titles
- Fiction and nonfiction titles covering all subjects and genres
- Large print materials
- Adult and juvenile foreign language materials
- Juvenile picture and "easy" books
- Beginning readers and chapter books
- Board books
- Books with media
- Graphic novels
- Movie and TV tie-in titles
- Spanish language fotonovelas
- Adult and juvenile reference materials
- Audio books on CD for adult and children
- DVDs
- Music CDs
- E-books, E-audio, E-video, E - music
- Streaming digital materials

1.2. Contractor shall supply customized selection lists and other collection development tools/resources.

1.3. Contractor shall provide pricing options for the processing and cataloging services of all library materials.

### **2. ORDERING AND INVENTORY SYSTEMS**

2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City.

2.2. Contractor's inventory and information system must provide access to both forthcoming and previously published print and digital materials.

2.3. Contractor shall confirm order within 24 hours after receipt.

2.4. Contractor's inventory shall be updated at a minimum of once per week.

2.5. Contractor will provide at least brief records upon submittal of order at no additional cost to the City.

2.6. Contractor will provide notice when cannot supply/ship the full number of copies per title ordered.

### **3. CUSTOMER SUPPORT**

- 3.1. Contractor shall provide contact information for each service area: sales, collection development, processing, accounts receivable, and general customer service.
- 3.2. Contractor shall specify the reports they can produce and provide examples of the reports as part of its proposal to include: backorder report, cancellation report, and order status report. In the case of online reports, specific instructions should accompany the example of the report.

### **4. DELIVERY**

- 4.1. Contractor will catalog, process and deliver 90% of all in-stock items within 15 calendar days from date of order receipt date.
- 4.2. Contractor will allow the Library to select their own backorder/cancellation policy.
- 4.3. Contractor shall clearly mark all shipments as inside delivery. Contractor must ensure that this is communicated to the shipping carrier prior to shipment to the goods.
- 4.4. Contractor will ensure that packing slips are box specific and included in the box prior to shipping.
- 4.5. Contractor will provide protection treatment for contents of shipping boxes and cartons.
- 4.6. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.
- 4.7. Contractor agrees that prices shall be Free On Board Destination, Freight prepaid, INSIDE DELIVERY.

### **5. INVOICES**

- 5.1. Contractor shall provide invoices that list items shipped in alphabetical order by title, as well as list price, percentage discount, net price of each item, and processing and cataloging fees (if any). Totals must be given that reference the account number for items purchased.
- 5.2. Contractor agrees that invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.
- 5.3. Contractor agrees to accept payment for materials purchased with ACH transactions and/or Procurement card.

### **6. TAXES**

- 6.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12

Refer to Attachment B for discount exceptions and clarifications.

**EXHIBIT C  
PRICING**

Vendor to provide their percentage discount from the Publisher's price on the following:

**PURCHASED MATERIALS**

Spoken word on compact disc, unabridged	Sold at Retail Price*
Spoken word on compact disc, abridged	Sold at Retail Price*
DVDs	
Feature Films	<u>25%</u>
Nonfiction	<u>25%</u>
Music compact discs	<u>25**%</u>
Single CD/DVD replacement disc	<u>No discount***%</u>

Vendor to provide pricing with discounts (no processing/cataloging) for the following using provided ISBN/UPC:

**Audio Books**

Title	ISBN	Cost
Bossypants	9781609419691	<u>\$29.99*</u>
Dead in the Family	9781440793523	<u>\$34.99*</u>
Steve Jobs	9781442346277	<u>\$49.99*</u>
Forever	9780545315289	<u>\$39.99*</u>
The Serpent's Shadow	9781455808441	<u>\$29.99*</u>

**Music CDs**

Title, Artist	UPC	Cost
21, Adele	886974469926	<u>\$12.74**</u>
Blown Away, Carrie Underwood	886979809420	<u>\$12.74**</u>
Canciones de amor, Ricardo Arjona	886919338126	<u>\$ 7.49**</u>
Church on the Moon, Deitrick Haddon	886977133626	<u>\$12.74**</u>
Glee, the music: Journey to regionals	886977287824	<u>\$ 6.74**</u>

**DVDS**

Title	UPC	Cost
The Last Lions	829567075524	<u>\$14.99</u>
Downton Abbey, Season 2	841887016087	<u>\$33.74</u>
Dora's Easter Adventure	097368230040	<u>\$12.74</u>
Breaking Dawn, part 1	025192134548	<u>\$23.24</u>
Iron Lady	013132471396	<u>\$22.49</u>
True Blood, season 3	883929156719	<u>\$44.99</u>
Frozen Planet	883929213788	<u>\$29.99</u>
Bag it	767685262795	<u>\$22.49</u>
Jillian Michaels Kickbox Fastfix	018713589156	<u>\$11.24</u>
Barbie as the Princess and the Pauper	025192043963	<u>\$ 7.49</u>

**Vendor to provide unit of service pricing for each of the following:**

**PROCESSING SERVICES**

Media	Cost
Replacement of original case:	
CD book	<u>\$4.50</u>
Music CD	<u>\$2.50</u>
DVD	<u>\$2.90</u>
Removing wrappings and security	<u>included in prices noted above</u>
Barcode, scannable (supplied by Library)	<u>included in prices noted above</u>
Barcode, eye-readable (supplied by Library)	<u>included in prices noted above</u>
Property label	<u>included in prices noted above</u>
3M security strip with overlay (supplied by vendor)	<u>included in prices noted above</u>
Call number label	<u>included in prices noted above</u>
7-day label	<u>included in prices noted above</u>
Label protector, when applicable	<u>included in prices noted above</u>
Radio frequency identification (RFID) tag (supplied by Library)	<u>included in prices noted above</u>
Programming of RFID	<u>Stingray overlays are pre-programmed</u>
Cloth pockets for CDs, when applicable	<u>included in prices noted above</u>
Fully processed and shelf ready	<u>Prices noted above</u>

**CATALOGING SERVICES**

CIP upgrades	<u>\$1.20 Full MARC / \$6.50 avg customized</u>
Generic MARC	<u>Free Vendor record</u>
Basic Dewey (DLC preferred)	<u>\$1.20 Full MARC / dewey from 082 tag</u>
Local call numbers	<u>\$1.20 if Midwest can program in-house</u>
Editing of existing records based on bibliographic utility (customized MARC)	<u>\$6.50 average OCLC quote dependent on library needs</u>
Uploading holding to OCLC	<u>\$0.00</u>
Original cataloging	<u>\$1.20 Full MARC / \$6.50 avg. customized</u>
Fully shelf-ready cataloging	<u>\$1.20 Full MARC / \$6.50 avg. customized</u>

**COLLECTION DEVELOPMENT SERVICES**

Selection lists (forthcoming titles) Standardized:	<u>Free</u>
Selection lists (forthcoming titles) Customized	<u>Free</u>
Special bibliographies	<u>Free</u>

## Attachment B

Midwest Tape will provide the Chandler Public Library with a discounts as outlined in Exhibit C – Pricing.

We would like to clarify information that was noted on this page with the use of \*:

**\*Sold at Retail Price** –Every retailed priced audio book you order from Midwest Tape comes packaged in our exclusive SoundSafe™ case. The patented SoundSafe™ case is engineered specifically for libraries. It is extremely rugged, which means secure storage in a drop-box proof case. The patented SoundSafe™ case is engineered with durable polypropylene sleeves will stand up to thousands of uses. The cloth interiors prevent scratching, increasing disk life, and the sleeves have special retention welds that prevent disks from falling out.

**\*\*Music CD's** are discounted 25% off of Manufacturer's Suggested Retail Price with the exception that Universal Music titles are discounted 10% off of MSRP. The library will note that most Universal Music titles are often \$1.00 to \$2.00 less than other Music titles.

**\*\*\*Single CD/DVD replacement discs are available on our website.** Midwest Tape's exclusive replacement program solves the problem of sets that cannot be circulated due to lost or damaged volumes. We offer individual replacement discs for top selling sets.

**Audio book** Replacements are available for our most popular Fiction, Non-Fiction, and Children's titles, including New York Times Best Selling Titles and Authors. We update the list of available titles daily and add hundreds of new titles each year, and all our audiobook replacements are only \$9.99 per disc.

**DVD** Replacement Program is designed for customers who need to replace one or two discs of a set. Our Replacement Program is available to all our customers; you don't have to be a member of a Customized Standing Order Plan to purchase replacement titles. Most replacements are \$9.99 per disc. All available disc replacement titles can be found on our website.

Processing service pricing:

Midwest Tape's exclusive VIP digital processing service will be provided to Chandler Public Library at the prices noted individually for Music CDs, DVDs and Audiobooks. We do not charge for our processing in an 'ala carte' method. All services, as outlined within this RFP, will be provided at the total cost noted.