



City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
LIBRARY MATERIALS & RELATED SERVICES
CITY OF CHANDLER AGREEMENT NO. CS5-525-4843**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Baker & Taylor, LLC., a limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2024 (Effective Date).

RECITALS

A. On or about September 3, 2024, the City issued a solicitation for library materials and related services. Under the solicitation, the City proposes to enter into three related agreements for library materials and Related services in various amounts for the prices set forth in each library materials and related services agreement. Although the amount and type of library materials and related services purchased by the City may vary, the total sum for all three library materials and related services agreements must not exceed \$1,500,000.

B. City proposes to purchase library materials and related services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is two years, and begins on November 4, 2024 and ends on November 3, 2026 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to two additional terms of two years each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the 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 by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within

the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Saranna Davidson
Title: Procurement Officer
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480 782-2406
Email: saranna.davidson@chandleraz.gov

For the Contractor

Name: Jennifer Rhyne
Title: Director – Pricing Services
Address: 2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
Phone: 704 998-3248
Email: Jennifer.Ryne@baker-taylor.com
bids@baker-taylor.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an

adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. 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 Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its

subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this

Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Work
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. 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.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees will 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 will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will 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.

5.49 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will 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 the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 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.

5.55 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.56 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Jennifer Rhyme

Its: _____

Its: Director, Pricing Services

Mayor

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

EXHIBIT A TO AGREEMENT 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

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 within 7-14 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, and 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.

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

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL CS5-525-4843

EXHIBIT B
PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Contractor agrees to furnish Library materials and related services to the City of Chandler at the price(s) stated below. [Please see Attachments A and A-1 for complete discount information.](#)

[Please see Attachment B for Category Definitions.](#)

Category Description	Percent Discount
Hardcover - adult, young adult, juvenile <i>Categories I, II</i>	45.5 %
Hardcover - children's picture books, readers <i>Category II (See Note 1)</i>	45.5 %
Library binding - adult, young adult, juvenile <i>Category VII</i>	25.0 %
Library binding - children's picture books, readers <i>Category VII (See Note 1)</i>	25.0 %
Prebound - adult, young adult, juvenile <i>(Paw Prints or Turtleback editions)</i>	10.0 %
Prebound - children's picture books, reader <i>(Paw Prints or Turtleback editions)</i>	10.0 %
Board Books <i>Category XIII</i>	40.0 %
Trade paperback (fiction/nonfiction, adult/young adult/juvenile)	40.0 %
Mass market paperback (fiction/nonfiction, adult/young adult/juvenile) <i>Category V</i>	40.0 %
Hardcover Graphic Novels (fiction/nonfiction, adult/young adult/juvenile) <i>Categories I, II (See Note 2)</i>	45.5 %
Paperback Graphic Novels (fiction/nonfiction, adult/young adult/juvenile) <i>Categories III, IV (See Note 2)</i>	40.0 %
Hardcover Large Print <i>Categories I, II (See Note 2)</i>	45.5 %
Paperback Large Print <i>Categories III, IV (See Note 2)</i>	40.0 %
Hardcover Print on Demand	See Note 4 %
Paperback Print on Demand	See Note 4 %
Audiobooks <i>Category XII (See Note 3)</i>	45.5 %
DVD	26.0 %
Tabletop Games	No Bid %
Video Games (Cartridge/Disc)	No Bid %
CD Music	15.0 %
Replacement Costs	See Note 5 %
Shipping Costs	0.0 % Free of charge

Categories III, IV

Note 1 - For Picture Books, the discounts listed are for Trade Editions and Publisher Library Editions. This type of material may be produced in other hardcover bindings and may fall under other material categories. Please see Attachments A and A-1 for a complete discount outline of available items.

Note 2 - The discounts listed for these categories are available for recent release titles from widely distributed publishers. The discount will vary based upon material category and publisher type. Please see Attachments A and A-1 for a complete discount outline of available items.

Note 3 - The discount listed 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 on Attachment A.

Note 4 - The discount will vary based upon material category and publisher type. Please see Attachment A for a complete discount outline of available items.

Note 5 - Individual disc replacement is not available, unless provided for sale as a single disc by the manufacturer.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL CS5-525-4843

Item	Processing Pricing	Cost Per Item	Notes / Exceptions
1	Mylar jackets on dust cover, taped on book	\$ 1.19	
2	Property stamp on the top of the book	\$ 0.34	
3	RFID tag and barcode (supplied by Library) applied	\$ 1.08	Linking not included.
4	Applied hub sticker(s) for media	\$ 1.92	Hub label applied to each disc.
5	Property stamp/sticker on the title page	\$ 0.34	
6	Applied spine labels	\$ 0.36	
7	Cover spine label with label protector	\$ 0.0	Free of Charge
7	Cover RFID tag with label protector	\$ 0.0	Free of Charge
8	Replacement of original media case	\$ *	*Please see Notes below for various case options
9	Digitized media processing for music CD, audiobook, DVD and Blu-ray (including artwork)	\$ 1.69 **	** Please see Notes below for additional information. Due to supplier restrictions, digitized artwork is not available for Blackstone Audio titles.

Item	Cataloging Pricing	Cost Per Title	Cost Per Item	Notes / Exceptions
	Please clarify in the Notes/Exceptions column if cataloging charges are per title or per item.			
1	CIP upgrades	\$	\$ ***	*** Please see notes below.
2	Generic/Vendor MARC records	\$	\$ 0.59	
3	Basic Dewey (DLC preferred)	\$	\$ Included in	Generic MARC charge.
4	Local call numbers	\$	\$ Included in	Generic MARC charge.
5	Customized MARC	\$	\$ ***	*** Please see notes below.
6	Original cataloging	\$	\$ ***	*** Please see notes below.

Item	Collection Development Pricing	Cost Per Item	Notes / Exceptions
1	Selection lists/carts (forthcoming titles) standardized	\$ Free #	# Please see notes below.
2	Selection lists/carts (forthcoming titles) customized	\$ #	# Please see notes below.
3	Special bibliographies	\$ Free	Included / No additional charge.
4	Collection analytics	\$ ##	## Please see notes below.

* Spoken Word Audio

Standard Case = \$4.09/unit

Upgraded Case = \$5.64/unit

Eco Case = \$6.19/unit

DVD = \$0.46/unit

Music CD = \$0.56/unit

** Includes unwrapping and removal of seals and up to 4 embedded labels (fixed data labels). Please note: cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment ("BVHE").

*** These cataloging options require the use of Baker & Taylor's Customized Library Services. Please see Attachment E for a description of these services, as well as pricing information.

For Item 1, selectionHQ Essentials is available free of charge. Cart delivery is an additional \$995 annually. For Item 2, there is no charge for this services with a collectionHQ subscription. However, if the Library is not a subscriber, there is an annual fee of \$5,000 for this service. Please see Attachments I and J for additional information about these services.

E ' 0 000 I us available to the City of Chandler for an annual fee of \$12,995 during the first year of the contract. A \$1,500 implementation fee will also apply. Note, pricing for this service is subject to an annual increase of 3%.

BAKER & TAYLOR
ATTACHMENTS

ATTACHMENT A**Baker & Taylor****Discount Terms and Conditions of Sale (Firm Order Print & Spoken Word Audio Materials)**

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment A. The pricing grid below provides discounts for each product category offered by Baker & Taylor, as further explained in ENDNOTES (a) through (f) below.

Product Category	Category Definition (a), (f)	Price Indicator (f)	Discount (f)	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio; see also Product Category IX for exceptions)	01 - (zero one) (Adult Hardcover Trade Editions) C - (Hardcover Computer Books)	01 = 45.5 % C = 45.5 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	J1	J1 = 45.5 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	B = 40.0 % C = 40.0 %	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	G	G = 40.0 %	
V.	Mass Market Paperback Editions; see also Product Category IX for exceptions	P	P = 40.0 %	
VI.	Single Edition Reinforced (Juvenile; see also Product Category IX for exceptions)	R	R = 25.0 %	
VII.	Publisher's Library Edition (Juvenile; see also Product Category IX for exceptions)	Z	Z = 25.0 %	
VIII.	University Press Trade Editions (may be of any product category or binding type and include some spoken word audio; see also Product Category IX for exceptions)	A	A = 5.0%	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions); publishers whose titles have limited sales volume; Titles of Limited Demand (may be of any product category or binding type or publisher of origin and may include some spoken word audio); certain Adult Trade Hardcover Editions and Juvenile Trade Hardcover Editions	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press, publishers whose titles have limited sales volume, and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press, publishers whose titles have limited sales volume, and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles) 02 (zero 2) - Adult Trade Hardcover Editions having below average publisher list price titles in Category I J2 - Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II	S = 5.0% X = 5.0% N = 0.0 %(b) L = 5.0% (c)(d) 7 = 25.0% (d) M = 5.0% (c)(d) 1 = 25.0% (d) T = 0.0% U = 0.0% V = 0.0% W = 0.0%	4 = 5.0% Letter O = 5.0% 5 = 0.0% 6 = 0.0% 8 = 0.0% 02 = 5.0% J2 = 5.0%
X.	Imported English and Non-English Language Editions; see also Product Category IX for exceptions	F/K/3	F = 0.0% K = 0.0% 3 = 0.0%	

XI.	Enhanced Service Program	Y / Q	Q / Y = 0.0% (e)
XII.	Spoken Word Audio; see also Product Category IX for exceptions	H	H = 45.5%
XIII.	Board Books; see also Product Category IX for exceptions	I	I = 40.0%
XIV.	Novelty Items/Activity Books; see also Product Category IX for exceptions	I	I = 40.0%
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - VOX	D E VOX	D = 10.0% E = 10.0% VOX = 6.0%

ENDNOTES

- (a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at the publisher's list price, unless otherwise indicated.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any product category or binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any product category or binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.
- (f) Please note the following:
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment. Publisher's list price is subject to change without notice.
 - 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, average publisher's list price, 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. For VOX Books, the list price shown is the price assigned by Library Ideas.
 - Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI. Titles of limited demand may be of any product category or binding type or publisher of origin and include some spoken word audio.
 - The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Continuation Services or Approval Programs.
 - Except where otherwise noted, Baker & Taylor provides an invoice that identifies the publisher's current list price at the time of shipment, the discount offered, and the exact price charged for each title ordered.
 - Price Indicators and estimated sales price by title are displayed in Baker & Taylor's online ordering system, Title Source 360.

ATTACHMENT A-1

**Baker & Taylor, LLC
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)
Chandler Public Library**

Please refer to the following Terms and Conditions of Sale for the discounts offered to the **Chandler Public Library** for **Audio Visual Material**.

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	26.0%
Music	Any Price	15.0%

***PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, A/K/A WALT DISNEY STUDIOS HOME ENTERTAINMENT ("BVHE").**

ATTACHMENT B**Category Definitions**

(Please see Attachment A for discount terms and conditions of sale, discount pricing grid and Price Indicators.)

- I. **Adult Trade Hardcover Editions (Price Indicators 01, C)**
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal, and may include some spoken word audio materials and computer books. 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 major warehouses). See also Product Category IX for exceptions.
- II. **Juvenile Trade Hardcover Editions (Price Indicator J1)**
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 major warehouses). See also Product Category IX for exceptions.
- III. **Adult Quality Paperback Editions (Price Indicators 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, and may include some computer books. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.
- IV. **Juvenile Quality Paperback Editions (Price Indicator 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 major warehouses). See also Product Category IX for exceptions.
- V. **Mass Market Paperback Editions (Price Indicator P)**
A standard rack size paperback typically found in bookstores or other retail outlets. See also Product Category IX for exceptions.
- VI. **Single Edition Reinforced (Price Indicator 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. See also Product Category IX for exceptions.
- VII. **Publisher Library Editions (Price Indicator 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. See also Product Category IX for exceptions.
- VIII. **University Press Trade Editions (Price Indicator A)**
This category would include any University Press Trade Editions, both adult and juvenile, may be of any category product or binding type, and may include some spoken word audio materials, and are subject to publisher reclassification. See also Product Category IX for exceptions.
- IX. **Text, Technical, Reference, Small Press, Titles of Limited Demand, and certain Adult Trade and Juvenile Trade Hardcover Editions (Price Indicators S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8, 02 (zero 2), J2)**
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 might otherwise fall under different category definitions but are in this category as Titles of Limited Demand because they either do not qualify for preferred stock status (based upon a quarterly review) or do qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any product category or binding type or publisher of origin and may include some spoken word audio materials. It includes Adult Hardcover Trade Editions having below average publisher list price titles in Category I, and Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II.
- X. **Imported English and Non-English Language Editions (Price Indicators F,K,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any category product or binding type and represent various publishers. See also Product Category IX for exceptions.
- XI. **Enhanced Service Program Titles (Price Indicators 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 product category or binding type. These titles will receive no discount and are subject to a service charge. Enhanced Service Program Titles may carry different discounts, as shown by Price Indicators Y, Q in Attachment A.
- XII. **Spoken Word Audio (Price Indicator 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. See also Product Category IX for exceptions.
- XIII. **Board Books (Price Indicator 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. See also Product Category IX for exceptions.
- XIV. **Novelty Items/Activity Books (Price Indicator 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. See also Product Category IX for exceptions.
- XV. **Special Programs (Price Indicators D, E)**
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 editions, Turtleback editions, and VOX Books.

ENHANCED SERVICES PROGRAM

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

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

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

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

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

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

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

RETURNS POLICY

INSTITUTIONAL RETURNS

(Revised July 2015)

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

How to Obtain Return Authorization

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

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

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

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

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

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

AV RETURNS

SCENE & HEARD A/V

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

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

How to Obtain Return Authorization

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

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

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

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

All returns with RA# should be sent promptly to:

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

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

PRICING PROPOSAL
CUSTOMIZED LIBRARY SERVICES
CATALOGING & PROCESSING

PRINT MATERIAL

Based on the information contained in your Invitation for Bids, we are pleased to propose the following pricing for **print 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. All items will be supplied by CLS unless otherwise noted:

PRINT ONGOING COLLECTION SERVICES.....\$4.15/UNIT

INCLUDES:

- 1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED
- 2. ITEM LINKING
- 3. PROJECT MANAGEMENT SUPPORT
- 4. PROPERTY STAMP
- 5. BARCODE LABEL
- 6. CUSTOMER SUPPLIED RFID
- 7. SPINE LABEL
- 8. MYLAR JACKET (TAPED)
- 9. LABEL PROTECTORS

SPOKEN WORD AUDIO ONGOING COLLECTION SERVICES.....\$7.60/UNIT

INCLUDES:

- 1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED
- 2. ITEM LINKING
- 3. PROJECT MANAGEMENT SUPPORT
- 4. REPACKAGE INTO STANDARD DMP CASES
- 5. DIGITAL MEDIA PROCESSING, TO INCLUDE: BARCODE LABEL, SPINE LABEL
- 6. HUB LABEL ON EACH DISC
- 7. CUSTOMER SUPPLIED RFID

◆ PLEASE NOTE, DUE TO SUPPLIER RESTRICTION, DIGITALLY SCANNED ARTWORK IS NOT AVAILABLE FOR BLACKSTONE AUDIO PRODUCT.

ADDITIONAL SERVICES AVAILABLE AT THE LIBRARY’S REQUEST:

LAMINATE PAPERBACK COVERS (ADDITIONAL)

10 MIL TRADITIONAL LAMINATE.....\$2.29/UNIT
7 MIL CLEAR POLY LAMINATE.....\$2.15/UNIT

Original Cataloging Service Subscription.....\$1,500.00/Year

(Provision of original cataloging services for customized service accounts, covering any and all formats. Please note, this subscription price is subject to a 3% increase on an annual basis. However, should the library choose to subscribe to our BTCat service, original cataloging charges will be waived. Please see Attachment L for additional information about our BTCat services.)

A/V MATERIAL

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.

DVD/BLU-RAY AND MUSIC CD ONGOING COLLECTION SERVICES.....\$5.45/UNIT*

INCLUDES:

- 1. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
- 2. ITEM LINKING
- 3. PROJECT MANAGEMENT SUPPORT
- 4. REPACKAGE DVDs INTO STANDARD DMP CASES
- 5. DIGITAL MEDIA PROCESSING, TO INCLUDE SPINE LABEL, BARCODE LABEL
- 6. HUB LABELS ON EACH DISC
- 7. CUSTOMER SUPPLIED RFID

- * AV CATALOGING AND PROCESSING PRICES FOR CDs AND DVDs ARE FOR BOTH SINGLE AND MULTIPLE DISC RELEASES.
- * PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, A/K/A WALT DISNEY STUDIOS HOME ENTERTAINMENT (“BVHE”).

DESCRIPTION OF CUSTOMIZED LIBRARY SERVICES

For over forty years, Baker & Taylor has led the industry in the provision of customized technical services for libraries. We have developed a multitude of innovative services in the areas of collection management, cataloging services and technical processing. Due to technological advances and the increased complexity of library operations and projects, Baker & Taylor created the Customized Library Services (CLS) division in 1996. This consolidation of resources and experience allowed our staff to better address the growing demand from libraries for more customized, specialized and unique services. CLS is a separate operating unit, whose sole focus is Opening Day Collections (ODC), Collection Expansions, Online Cataloging Solutions, Outsourcing Projects and Project Management. CLS maintains its own staff of over 300 trained professionals to perform the unique services required to provide complete library solutions. We currently serve over 400 libraries on an ongoing basis and complete over 60 ODC/Collection enhancement projects per year.

PROJECT SCOPE

Customized Library Services is fully capable of providing customized cataloging and processing services required by the City of Chandler. In accordance with the library's completed requirements, the following services will be provided:

- Customized adaptive and copy cataloging with CIP upgrades where needed utilizing Z39.50 protocol
- Project Management Support
- Custom cataloging/processing in support of material purchases

The basis of Customized Library Services' business relationship with the City of Chandler will be a partnership, based on mutually agreed upon roles, responsibilities, and obligations. Flexibility and responsiveness to changing needs are fundamental requirements for ensuring a successful and mutually satisfying partnership between the Library and CLS.

PROJECT MANAGEMENT APPROACH

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 our management team to schedule all facets of a project or ongoing service and provides the foundation and framework for the entire project.

The first step is the establishment of a project team. All CLS project teams consist of a minimum of a project manager (Customer Success 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 addition, each team member works closely with the project manager to ensure compliance with all requirements.

The development of the project team begins upon receipt of a completed Customer Needs Assessment or a proposal request. The team immediately becomes part of the overall CLS response team and helps to develop a custom approach that will successfully complete the project and meet the library's requirements. Our experience has shown that when the library sets up a 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, provides a central point of contact for all information. This helps to foster communication and to ensure that all internal library timelines and schedules are met.

Upon successful award to CLS, the project manager contacts the library's project coordinator to review the next steps in the process and to schedule possible site visit dates. The team will also request samples of

barcodes, genre labels, ownership 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 goal of these calls will be to establish connectivity to the library's catalog, to review the cataloging and processing specifications supplied in the proposal process (and further define them if needed), to profile any collection development needs, and to assist in the coordination of any electronic ordering/account set up. At the end of these conference calls, our project team members will review their notes and will 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 our team another opportunity to confirm that we fully understand library requirements. At this time, the project manager can walk the library through placing their first orders and can discuss details of a fulfillment schedule.

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 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, promoting open lines of communication and a forum for the discussion of any issues.

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 aid to the library. This knowledge base is invaluable, assisting with all phases of a project from collection development strategy to delivery implementation.

CATALOGING

Customized Library Services' custom cataloging is Baker & Taylor's premier service. CLS has performed online cataloging, editing and maintenance for Libraries since 1989. Our staff has developed 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 in our Premier Cataloging Utility (BTCat). 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.

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 added 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 BTCat database is searched, followed by LC MARC and other local resource databases.

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. Please note that the process of using OCLC is available for OCLC Connexion Client members, upon CLS' receipt of a signed third-party agreement (which grants permission to our catalogers to access OCLC on the library's behalf) and an OCLC authorization and password for z39.50 connectivity to WorldCat. 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 quarterly 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 added. The record is then saved to the library's work file.

If the matching record found is a pre-publication record level, the record is upgraded to meet LC standards and is saved to the BTCat Bibliographic Database. The record is further edited to meet the library's specifications and appropriate item record is added. 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 your library opts to receive original cataloging services and 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 RDA rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the BTCat Bibliographic Review File. Once the record has been reviewed and approved, it is saved in the BTCat Bibliographic Database. The library's assigned cataloger is notified, the record will be edited to meet the library's specification, and the appropriate item tag is added.

Titles sent to the library will have a full MARC record with the appropriate item tag, unless we are unable to find a full record. If we cannot find a full record and the library does not subscribe to original cataloging services, we can send the item without cataloging or with a brief record. 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, thermal-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 and boldness. 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, symbology and check digit, where applicable.

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 300 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.

RFID

Services also can include the application and linking of RFID tags. Baker & Taylor's Customized Library Services has provided RFID services for print and audiovisual material since 2001, and we have linked, printed and/or applied tags for millions of items. As the number of vendors and product offerings has grown with regard to RFID technologies, CLS too has grown in our vendor relationships and linking and application capabilities. We currently work with 3M, Arcus, Bibliotheca, Envisionware, FE Technologies, ITG, Lib Convert, Libramation, MKStaff, PV Supa and Tech-Logic. As this is a developing technology with unlimited potential for library use, Baker & Taylor's Customized Library Services will continue to support the needs and requirements of our customers.

After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

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.

Attachment F**Baker & Taylor Book Leasing (Note 1/Note 2)***Popular Adult Book Leasing*

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount #	Total Annual Investment #	Price Per Unit #
\$20.50	\$31.00*	10	120	\$2,460.00	2%	\$2,410.80	\$20.09

Children's and Teens Book Leasing

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount #	Total Annual Investment #	Price Per Unit #
\$13.99	\$20.00**	10	120	\$1,678.80	2%	\$1,645.22	\$13.71

Large Print Book Leasing

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount #	Total Annual Investment #	Price Per Unit #
\$24.99	\$39.00***	10	120	\$2,998.80	2%	\$2,938.82	\$24.49

* Books with a list price over the stated quota limit count as 2 (two) quota up to \$41.00, and 3 (three) quota up to \$51.00. Titles with a list price of \$51.01 or more are valued at 4 quota.

** Books with a list price over the stated quota limit count as 2 (two) quota up to \$30.00, and 3 (three) quota up to \$40.00. Titles with a list price of \$40.01 or more are valued at 4 quota.

*** Books with a list price over the stated quota limit count as 2 (two) quota up to \$49.00, and 3 (three) quota up to \$59.00. Titles with a list price of \$59.01 or more are valued at 4 quota.

There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days. NOTE: The prepayment discounts are available to libraries paying via check or ACH; prepayment incentives are not available for credit card or purchase card payments.

Note 1 - 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.

Note 2 – Partial processing is already included in the plan cost. If the library would like to receive CLS shelf ready services for their lease plan, there will be an additional cost, depending on the library's specifications.

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products

and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.
- E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under \$500,000

		Minimum Limits:
Per Loss	\$	3,000,000
Aggregate	\$	3,000,000

For Service Contracts over \$500,001

		Minimum Limits:
Per Loss	\$	5,000,000

Aggregate \$ 5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

- a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

- a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

- 1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

- A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE

Certificate Of Completion

Envelope Id: E3C6FB66-0A17-4D0C-BBC5-3AD6BB7C7F7F

Status: Sent

Subject: Complete with Docusign: 4843 Agreement Baker & Taylor Edit Page 1.pdf, 4843 Agreement Baker Tay...

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 39

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Saranna Davidson

AutoNav: Enabled

PO Box 4008

Envelopeld Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Saranna Davidson

Location: DocuSign

10/14/2024 | 11:40 AM

Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: DocuSign

Signer Events

Signature

Timestamp

Jennifer Rhyne

Jennifer.Rhyne@baker-taylor.com

Director, Pricing Services

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 199.184.255.217

Sent: 10/14/2024 | 11:52 AM

Resent: 10/15/2024 | 09:32 AM

Resent: 11/21/2024 | 03:09 PM

Resent: 11/21/2024 | 03:12 PM

Viewed: 11/21/2024 | 03:16 PM

Signed: 11/21/2024 | 03:29 PM

Electronic Record and Signature Disclosure:

Accepted: 10/23/2024 | 06:11 PM

ID: 92555171-2c12-4485-aeca-dd9b5ac1d32d

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Daniel Brown

Daniel.Brown@chandleraz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/1/2021 | 08:17 AM

ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Records Division		Sent: 11/21/2024 03:29 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/30/2022 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Jennifer Rhyne Jennifer.Rhyne@baker-taylor.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/23/2024 06:11 PM ID: 92555171-2c12-4485-aeca-dd9b5ac1d32d		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2024 11:52 AM
Envelope Updated	Security Checked	11/20/2024 09:33 AM
Envelope Updated	Security Checked	11/20/2024 09:33 AM
Envelope Updated	Security Checked	11/20/2024 09:33 AM
Envelope Updated	Security Checked	11/20/2024 09:33 AM
Envelope Updated	Security Checked	11/20/2024 09:33 AM
Envelope Updated	Security Checked	11/20/2024 09:33 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.