



AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2017201  
LIBRARY BOOKS, SPOKEN WORD, DVDS & DIGITAL MEDIA

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Jess Romney, CPPB Procurement Officer
E-Mail	<a href="mailto:Jess.Romney@MesaAZ.gov">Jess.Romney@MesaAZ.gov</a>
Phone	(480) 644-5798
Fax	(480) 644-2655

AND

BAKER & TAYLOR LLC, ("Contractor")

Mailing Address	2550 West Tyvola Rd. Suite 300 Charlotte, NC 28216
Delivery Address	PO Box 277930 Atlanta, GA 30384-7930
Attention	Jeffrey W. McDaniel Vice President, Customized Library Services and International Public Libraries
E-Mail	<a href="mailto:Jeff.McDaniel@Baker-Taylor.com">Jeff.McDaniel@Baker-Taylor.com</a>
Phone	(704) 998-3212
Fax	(704) 998-3308

## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 10<sup>th</sup> day of July, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Baker & Taylor LLC, a(n) Delaware corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

### RECITALS

- A. The City issued solicitation number **2017201** ("Solicitation") for **Library Books, Spoken Word, DVDs & Digital Media**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

### TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **September 1, 2017** and ending on **October 31, 2020**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
  - a. Agreement

- b. Exhibits
  - 1. Mesa Standard Terms & Conditions
  - 2. Scope of Work
  - 3. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

## 5. Payment.

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes
- j. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

## 6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional

insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
- d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will

control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work
  - (B) Pricing
  - (C) Mesa Standard Terms and Conditions
  - (D) Other
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
  14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
  15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**CITY OF MESA, ARIZONA**

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BAKER & TAYLOR LLC**

By:  \_\_\_\_\_

Jeffrey W. McDaniel  
\_\_\_\_\_  
Printed Name

Vice President, CLS & International Public Libraries  
\_\_\_\_\_  
Title

6/30/2017  
\_\_\_\_\_  
Date

**Reviewed by:**

  
\_\_\_\_\_  
Signature

Jess Romney, CPPB  
Procurement Officer

## EXHIBIT A SCOPE OF WORK

### 1. ABILITY TO MEET ESSENTIAL SERVICES

The demonstrated competency, integrity and responsibility of each Offeror will be taken into consideration along with quoted discount and service offered in providing books, audiovisual materials and other services. Speed of delivery and similar time-zone communication are important for library service. Essential Services: All criteria shall be met or the proposal will not be considered.

#### CUSTOMER SUPPORT

##### 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 CLS management to schedule all facets of a project or ongoing service, including resources, and provides the foundation and framework for the entire project while creating a mutual understanding of the requirements of both the Library and CLS.

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

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

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

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

Ultimately, the key to successful project management is communication. Internally, CLS emphasizes and focuses on team communication for facilitation and completion of all processes and tasks. Externally, this communication is no less important. Team to team communication between the library and CLS builds a confidence and the environment that is needed for the successful completion of any project. In support of this "communications environment", the project manager is responsible for establishing regular conference calls with the library and all the CLS team members. These meetings can serve a number of purposes,

such as the regular review of profiles, requirements, and project status updates. Our experience has also proven that these meetings and calls aid in the development of the relationship between CLS and the library by promoting open lines of communication at all times and by helping to resolve any issues or questions to the mutual satisfaction of the library and CLS.

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

### Customer Service

As a current Baker & Taylor CLS customer, the Mesa Public Library has established Project Management service relations with Baker & Taylor. Your assigned CLS Project Team is available Monday – Friday, 5am to 3pm MST. Project team members are available via phone, fax, and e-mail. Your Project Manager, Marie Franklin can be reached via email at [marie.franklin@baker-taylor.com](mailto:marie.franklin@baker-taylor.com), or by phone at 1-800-775-7930 ext. 2701. Your Account Coordinator, Amy Bassett can be reached via email at [amy.bassett@baker-taylor.com](mailto:amy.bassett@baker-taylor.com), or by phone at 1-800-775-7930 ext. 2744.

Online Customer Support (OCS) is Baker & Taylor's web-based account management system. Access to the OCS system via your web browser is available 24 hours a day, 7 days a week to search and view account information, orders, and invoices with Baker & Taylor.

OCS' sophisticated search options include the ability to query orders by Purchase Order, B&T Order Number, Order Date Range, and more. The OCS data is updated to reflect the latest order and invoice status, as well as up to six months of history.

The library can obtain updated status information at any time by accessing OCS. A backorder summary report including information on all backordered and cancelled titles is available. The library can go to the reports/downloads tab to request this report, setting date parameters and selecting all accounts or specific ones. The report is emailed to the library within 24 hours.

The Library can also view detailed information on order and account status, warehouse location, quantities and prices, and shipping details. If a shipping carrier such as UPS, has external tracking capabilities, a link in the OCS system will take the Library directly to the carrier's website where additional information on your shipment's status is available. There is even an option that helps the Library to print invoices and order details for record keeping.

Baker and Taylor's hours of general customer service are Monday – Friday, 5 am to 5 pm MST. General library customer service can be reached at 1-800-775-1200.

We will respond to all account queries within 24 hours, however, it may take longer than 24 hours to provide resolution to a more complex issue or question.

### Polaris

Baker & Taylor has a working relationship with Polaris and their development staff. Baker & Taylor's products such as TitleSource 360™ allow for the export of MARC-based data that can be imported into Polaris for ordering. In addition, Baker & Taylor fully supports enriched EDI ordering and invoicing. Our custom cataloging methodology utilizes the Polaris poly segment ID number to ensure an exact match point for cataloging records. We use a standard Z39.50 protocol to access the Polaris system. We use our internal bibliographic tool to access the Polaris database via Z39.50. We copy existing full level records into a workfile and add item level information in the 852 tag. With EDI ordering we can supply the Polaris control number in the 001 tag of the marc record to act as an exact match point and we will provide the poli-seg id in the 852 item tag to provide an exact match point for each item ordered.

### The Baker & Taylor Website

Baker & Taylors website can be reached at [www.btol.com](http://www.btol.com). Our website offers an abundance of information regarding our products and services; including a section designated specifically for libraries; <http://www.btol.com/library.cfm>. Customized Library Services even has its own micro-site,

<http://cls.bakertaylor.com/>, which includes information on the CLS staff and case studies of our work with various libraries.

## SUPPLIER INVENTORY

Currently, our national distribution network is comprised of four book and audio visual distribution centers that maintain a combined inventory of over 17.5 million items representing approximately 1 million unique media and book titles. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 7.5 million items.

	Titles	Volumes
Book	936,161	15,523,076
DVD / Blu-Ray	53,359	1,123,483
Music CD	70,086	534,823
Audio Book	33,718	155,825
eBook/eAudio	1,501,314	n/a

Book Audience	Fiction	Nonfiction
<i>Adult/General</i>	25%	62%
<i>Juvenile</i>	8%	5.30%
<i>Grade level</i>	Preschool	16.01%
	1 to 2	10.82%
	2 to 3	5.23%
	3 to 4	6.19%
	4 to 6	10.55%
	7 to 9	6.97%
	K through 12	4.25%
<b>Grand Total</b>	<b>32.70%</b>	<b>67.30%</b>

Baker & Taylor's inventory is over 17.5 million items and approximately 900,000 unique media & book titles. Baker & Taylor's leveraging of its inventoried titles from over 75,000 publishers and imprints provides the highest possible fill rates in the industry.

In Addition, Baker & Taylor has partnered with over 100 of the most important publishers in the business to deliver a unique service, providing us with their inventory positions on their shelves in real time. Baker & Taylor's VIP Inventory Program creates a one-stop shopping experience that will offer you and your patrons the broadest range of titles and inventory coverage in the industry. VIP gives access to an additional 800,00 titles with in stock availability and adds to B&T's offering, Totaling over 2 million of in stock titles. This program allows Baker & Taylor to provide an initial fill rate of over 90% - the highest in the industry.

Baker & Taylor's available inventory includes titles in over 50 non-English languages across all products. Currently we have access to over 400,000 unique ISBN's, 18,000 video, 1100 Spoken Word Audio, and 15,000 music non-English titles (this does not include sub-titled items). All of our non-English language titles are available to receive full library services.

Baker & Taylor subsequently carries an impressive stock of Spanish language materials. We currently have over 19,000 titles active, of which 52% is fiction and 48% non-fiction; with 18% of our Spanish language stock is dedicated to Juvenile materials. Additionally Spanish titles 22% of our foreign language media, not including subtitled items. We have included a publisher list for our Spanish language materials in Appendix 9.

Customized Library Services (CLS) operations for Mesa are located in our Reno, Nevada warehouse. This staff is trained on your customized processing requirements. If titles order via CLS are not in stock in Reno publisher purchase orders are immediately created to fill backorder. For product only orders Mesa Public Library can order directly from the Reno warehouse and in addition we will set up a secondary warehouse to meet Mesa's fulfilment needs.

## METHODS OF ORDERING

Baker & Taylor can accept orders in many different formats. For firm order book, spoken word, music CD, and DVD materials, the library may place orders via telephone, facsimile, printed selection lists, printed

purchase orders, or electronically. Baker & Taylor will accept orders via excel in these formats. Electronically includes through the library's Polaris acquisition system as well as our TitleSource 360™ database.

Baker & Taylor's TitleSource 360™ is the way to order product from one trusted source. Through the latest innovative technology, TitleSource 360™ provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process.

For more information on TitleSource 360 please see the section ***Access System to Offeror's Title Database***.

For ordering through your ILS, Baker & Taylor has the ability to accept EDI orders from Polaris, provide EDI confirmations of order receipt, and provide electronic invoicing at the time of shipment. Baker & Taylor has a unique workflow that helps the library automate the process of selection to acquisitions. This process starts with our TS360™ product. Here selectors can assign delivery order numbers to quantities of titles for orders. That group of titles can be downloaded from TS360™ and uploaded into Polaris using the 9XX tag that Polaris has designated for order record creation. After the order record has been created, the library can then send the EDI order. Enriched Edifact ordering is also currently supported by Baker & Taylor. In addition, Baker & Taylor supports ASN receiving through Polaris. Title information can be viewed at any time via TS360™ or Online Customer Service; for more information on Online Customer Services please see the section on ***Customer Support***.

Test orders are conducted on all newly set up accounts to make sure the process is working correctly.

## **INVOICING REQUIREMENTS**

Book and SWA Baker & Taylor's book and spoken word invoices include the bill to address, ship to address, unit price, unit discount, quantity, total discount price, ISBN and purchase order number. The library may choose the order in which books appear on the invoice; in the same order as the original purchase order, alphabetically by title, author, or publisher. Cataloging and processing charges can be included in each line's extended price, summarized at the bottom of each invoice. In addition, Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices. The shipping label will be marked in the upper right hand corner with an "I", indicating invoice in shipment.

DVD / Blu-ray and Music CD:

Audio Visual invoices will list the account number, purchase order number, quantity, title, producer's list price, discount, extended price, and total price. AV cataloging and processing charges will be listed on the AV invoice. Titles can be listed by purchase order, artist, and title or item number. The invoice number is listed on both the invoice and the packing list. In addition, Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices.

Baker & Taylor includes a detailed packing list with all shipments. Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices. Please see Appendix 7 for a sample packing list and invoice.

Book and AV invoices may be included with each shipment and/or be sent separately, dependent upon the library's preference. Invoices can also be sent via EDIFACT and pdf copies can be downloaded at any time using Online Customer Service.

## **SHIPPING REQUIREMENTS**

All books will be packaged (packed and marked) in accordance with the best commercial practices. Baker & Taylor's enhanced shipping label includes the pack date, freight carrier, purchase order number, account number, B&T picklist number, carton number and individual carton weight. Each carton in a shipment is numbered, and the final carton also indicates total carton count (e.g. 1,2,3, and 4 of 4). For book materials, each box can contain a packing slip, or boxes containing a master packing slip are indicated with a capital 'M' on the address label. For AV Materials, a packing list is enclosed in each carton of the shipment.

Baker & Taylor utilizes UPS for shipments over 5 pounds. For shipments under 5 pounds we ship via the United State Postal Service. Invoices are mailed to the library at the time invoicing occurs. Please note that should the library decide at any time to have orders sent directly to branches, an additional per unit charge might apply.

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed returns policy, Appendix 8, for further details on credits and returns.

### **DELIVERY REQUIREMENTS**

Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility. Please note that should the library decide at any time to have orders sent directly to branches, an additional per unit charge might apply.

For shelf ready materials, CLS will employ the appropriate amount of resources to maintain the fastest possible turnaround time. Our average turn around for fully cataloged and processed material (non Rush) is 10 days after receipt of material from the publisher. For Rush orders we make our best effort to turn in stock orders around in 5 days.

### **RETURNS, REFUNDS AND CREDIT MEMOS**

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed returns policy, Appendix 8, for further details on credits and returns; and a sample Return Authorization Form. To make a return, simply contact your Account Coordinator, Amy Bassett, within the time period specified to obtain an authorization number for your return. Once the authorization has been obtained, the library can either have a no charge replacement shipped to the library, or may have the credit applied to the invoice in question. Amy can be reached via email at [amy.bassett@baker-taylor.com](mailto:amy.bassett@baker-taylor.com), or by phone at 1-800-775-7930 ext. 2744.

### **ACCESS SYSTEM TO OFFEROR'S TITLE DATABASE**

#### **TitleSource 360™**

Baker & Taylor's TitleSource 360™ is the latest way to order product from one trusted source. Through the up-to the minute innovative technology, TitleSource 360™ provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process.

Baker & Taylor's TitleSource is the most extensive database of bibliographic acquisitions information for U.S. publications. This database includes book, spoken word audio, DVD / Blu-ray, and music CD titles. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, and latest list price. Title information is updated daily.

#### **TitleSource 360™ Benefits:**

- Largest database of book titles and media products
- Fast, customized search results based on prior searches or user profile
- Intuitive interface
- Inventory view and title searching within cart
- Product release calendar
- Special offers and promotions
- Live customer support
- Customized profiles
- Streamlined order management
- Simple batch entry upload and ordering process
- Accessible from any computer with an internet connection

TitleSource 360™ makes it faster and easier to order books, movies or music products — now you can have millions of products at your fingertips with one easy-to-use ordering system.

Customized Search and Browse Capabilities

TitleSource 360™ enhanced search capabilities include type-ahead and spell-checking to aid in your search.

#### Wealth of data at your fingertips

Each view provides publisher status, inventory level, estimated discounted price, cart and order duplication indication— without a single click of a button.

#### Enhanced MARC profiler

This new feature makes integration with your ILS easy and efficient. Output customized, best available, MARC records with your required ILS data including, but not limited to, notes, location codes, fund codes, and collection codes, to create on-order records. On-order records can be used in the acquisitions process and to enable patrons to place holds on pre-pub titles.

#### Easy Cart Management

The innovative cart drawer is easily accessible on every page, so you can keep your lists and carts organized. Choose from multiple batch entry options: basic data entry, copy and paste and file import— multiple formats are supported.

#### Innovative Shared Cart Workflow

Share your cart with multiple users and control each step of the process, including selecting who can perform which function and assigning completion deadlines.

TitleSource 360™ makes it faster and easier to order books, movies or music products — now you can have millions of products at your fingertips with one easy-to-use ordering system.

The TitleSource 360™ database contains detailed, comprehensive, up-to-date information on over 8 million book titles, 200,000 DVD / Blu-ray titles, and 750,000 music titles. Data elements also include: 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts.

#### Duplication Check

TitleSource 360™ offers the most extensive duplication check of previous customer carts and customer orders (tracking back 2+ years), and provides a dynamic tracking of the status of previous ISBN/Titles as the title moves through the B&T fulfillment process. TitleSource 360™ is the only selection/acquisitions service able to offer such extensive duplicate checking.

Key Features of TitleSource 360™ are:

Updated daily to insure accurate and current information, including in-stock titles, pre-publication, and new release titles

#### Real-time inventory data

Rich bibliographic information, including over 4.8 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher, and publication Fully searchable Tables of Contents (1,300,000) and Annotations (4.1 Million). Approximately 900,000 full-text reviews, including Kirkus, Library Journal, Publishers Weekly, School Library Journal, Horn Book, Choice, VOYA, BookPage, Foreword, AudioFile and E-Streams

Automatically access titles by review publication date

Over 45 search indices, including BISAC, LC and Dewey classes

Create, merge, copy, export and transfer selection carts. Carts can even be emailed to other users

Download MARC records into your ILS system with 9XX tags

Duplicate checking between orders and selection carts

Ordering grid capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields

Order grid information may be downloaded to the library's ILS system for ordering and/or transmitted to CLS in the electronic order file sent from TitleSource 360™

Access to Lease Pre-publication lists and Quick Call

Access to lookup ISBN's in library OPAC with one click

Administrator determines levels of access for user IDs

#### Shared Cart Functionality:

Simultaneous Access to or Sharing of a single cart by multiple users within single TS360™ account.

Enhanced Duplicate Checking allows a user to perform a duplicate check for a single title before and/or after placing the title in the cart. Those customers using our Grid Distribution system will now see appropriate Grid information displayed in the printable popup window alongside previously provided duplicate information.

An Inline Grid Distribution Table is incorporated within the Detailed Title Display to give users the ability to enter multiple rows without having to go to a separate grid screen. It is also available as a popup read-only window for shared grid carts.

A Requisition Table for shared non-grid carts displays the requisition information supplied by all users and is viewable within the Detailed Title Display or from a popup window when using the Multiple Title Display. Information collected and displayed for each user includes: quantity, notes, and any Grid entries. Administrators and Cart Owners can find and replace Grid entries that may be obsolete.

#### Recommended Internet Browsers:

Internet Explorer  
Google Chrome  
Mozilla Firefox

TitleSource 360™ is designed to support library workflows, and is integrated with Baker & Taylor's collection development service FirstLook™ and your integrated library system (ILS).

#### Review Sources

B&T can provide access to full-text review citations from the following major review sources.

AudioFile	E-Streams	Voice of Youth Advocates
Booklist	ForeWord	PW
BookPage	Horn Book Guide	LJ
Choice	Horn Book Magazine	SLJ
Doody's	Kirkus	VideoLibrarian

As part of Baker & Taylor's comprehensive proposal, we are pleased to offer a TitleSource 360™ package to the Library Free of Charge. This configuration includes an Administrative ID, 12 user ids, grids, Marc profiler, and full text review journals, including Booklist. As the library already has access to this service no trial logon information is needed.

#### MARC RECORDS

The file of customized MARC 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. The Marc records are included in the CLS unit price.

#### COLLECTION DEVELOPMENT SERVICES

Baker & Taylor emphasizes a project-oriented approach in every aspect of the management of Customized Library Services. Collection Management follows these same rules of engagement, which has made us the leading shelf ready supplier in the industry.

At an appropriate time after the award of the contract, Collection Management staff, in conjunction with the CLS Project Manager will:

Contact designated library collection development staff for purpose of introductions and to acquire additional general information about the project or ongoing service requirements.

Provide the designated library collection development staff copies of Collection Management profiling documentation in order to familiarize the library staff with the means with which B&T Collection Management librarians will document and record collection parameters.

Set meetings up with the library to perform focused conferences with the library's collection development staff, in order to discuss and document detailed collection development requirements.

Document, restate, and as necessary edit, with the library's input, the information acquired in the previous step. This will be presented to the library for sign-off as a confirmation of B&T Collection Management's understanding of the collection parameters.

A tentative list production schedule will also be supplied and any technical/system issues will be addressed and documented.

Upon sign-off, B&T Collection Management will provide sample selection lists/media for review by the library and as necessary, use feedback as a source of fine-tuning the documented requirements.

Upon confirmation of sample conformance, B&T Collection Management librarians will start list/media production. If the library needs to adjust requirements after documentation sign-off, B&T Collection Management librarians will document the change and make necessary adjustments to support processes, output, schedules, and pricing.

Baker & Taylor's Customized Library Services collection management approach is the structured and comprehensive approach required to address your collection development needs.

Additionally, Baker & Taylor offers an extensive array of collection development assistance through our print and online catalogs, FirstLook™ Programs, and Collection Development department. Baker & Taylor's TitleSource 360™ (TS360™) is the most authoritative database of bibliographic acquisitions information for U.S. publications in the industry. TitleSource 360™ is designed to support library workflows, and is integrated with Baker & Taylor's collection development service FirstLook™.

FirstLook™ is Baker & Taylor's family of notification services available to libraries. FirstLook™ is supported by a staff of experienced librarians and merchandising specialists who are experts in the publishing and entertainment industries. These services are supported by the industry's most sophisticated collection development management system, and title lists are provided via TitleSource 360™ where they can easily be conditioned and downloaded into Polaris. For additional information on FirstLook™ Basic please see the section ***Annotated List / Publications Catalog***.

### **FirstLook™ Custom**

FirstLook™ Custom is a subscription based Collection Development program that delivers fully customized selection lists for both print and non-print material based upon your selection criteria. Our custom-profiled lists make your selection as seamless as possible. You determine which lists you want, how you want them, and when you want to receive them by completing a profile document with your unique specifications in conjunction with your Baker & Taylor Sales Consultant and/or Collection Management staff member.

FirstLook™ Custom Features:

Multiple selection criteria including but not limited to:

Subject criteria, such as Dewey and LC classification, BISAC and genre categories

Reviews and citations in review sources and/or bibliographies

Audience level

Series

Publishers

Citation in a Baker & Taylor publication or merchandising plan

Publication date

Format

Flexible scheduling options

One-time special profiles (i.e. replacement lists) available

Weekly, semi-monthly, quarterly, contingent upon profile/material type

Duplication management

Titles are checked against previous carts—view a title one time for selection efficiency and to prevent unwanted duplication

List can be delivered as carts to:

TitleSource 360™

List can be sent via FTP, in the following formats:

Word  
Excel  
PDF  
MARC

Baker & Taylor is pleased to offer the City of Mesa FirstLook™ Custom free of charge.

## **CUSTOMIZED LIBRARY SERVICES CATALOGING**

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

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

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

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

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

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

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

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

the library's specification and appropriate item tag is keyed. The sample records enclosed (**Appendix 4**) represent the minimum level of cataloging for AV materials. Every title sent to the library will have a full MARC record with the appropriate item tags. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

When the cataloger has completed the order, laser printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. We have enclosed a sample label set in **Appendix 5**. The barcode is provided in a standard format, with an eye readable number strip available. All other labels are customizable for font, pitch, boldness and italics. Options for label font include Courier, Times New Roman and Arial and pitches 12, 14, 16 and text can be left justified or centered. For thin books, we can provide one line spine labels and for Picture Books we can provide a larger font author letter spine label. The library will supply a unique barcode range, barcode prefix, and symbology information.

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

Customized cataloging is included in the CLS unit price. For those records where cataloging is not available in the library's database or B&T's cataloging utility, CLS will provide an original cataloging record for \$10.00/title.

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

### **RFID**

CLS Shelf Ready Processing can also include the application and linking of RFID tags. Baker & Taylor's Customized Library Services has been providing RFID services for print and audiovisual material since 2001. To date, we have linked, printed and/or applied tags for over 1 million items. CLS is currently providing the RFID tags, application and encoding services for the City of Mesa's material. Our attached pricing includes this service.

### **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.

## **MULTIPLE ACCOUNTS**

B&T has developed an account set-up methodology to aid in the ordering and delivery process. Additional accounts will be set up as required by the library. For example, the library may want to separate out genre, large print or board books. This account set up process ensures that the shipment is delivered according to the needs of the library.

## **2. ABILITY TO MEET REQUIRED SERVICES**

### **ANNOTATED LIST / PUBLICATIONS CATALOG**

#### **Selection Lists**

Baker & Taylor's Collection Management has one of the most extensive databases in the industry to support Opening Day Collection projects and ongoing selection. Our core selection application can access over 3.5 million book, audio and video titles. Data can be accessed and output by using an extensive range of access points including but not limited to:

- Dewey Classification
- Library of Congress Classification
- Library of Congress Subject Headings
- Fiction Genres
- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri such as BISAC Subject Classifications
- Non-book Material Genres
- Key Word that can be applied to subject access points, full text annotations, and/or tables of contents

In addition to these subject/content descriptions, data can be accessed and output by non-subject descriptive data elements including but not limited to:

- Review Citation
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children Series
- Level of Readership/Intended Audience
- Physical Format/Material Type
- Availability Status
- Stock Status
- Price

Staff Collection Management librarians also maintain bibliographies that can be used to support library collection development projects. Examples include and are not limited to interdisciplinary multicultural collections that have African American, Hispanic/Latino, and/or Asian oriented content.

B&T can provide collection development data in a laser printed hard copy, MARC, or PC compatible format including Microsoft Excel. Data availability includes, but is not limited to the following:

ISBN/ISSN	Edition Statement
Binding/Format	Publisher
List Price	Date of Publication/Copyright
Delivered Price	Series
Holdings (see below)	Brief Annotation
Class Number (s)	Interest Level
Author/Editor	Indication of Status
Title	Subject Classification

In addition, B&T can include almost any data element that is included in the structure of a MARC record in our hard copy or electronic formats of selection lists. We can include data that indicates:

- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri Elements such as BISAC Subject Classifications
- Non-book Material Genres
- Review Citation indications
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children
- Physical Format/Material Type
- Availability Status
- Stock Status

Regional and National Demand accumulated from all B&T customers

As the world's largest book, movie and music wholesaler, Baker & Taylor produces publications that are crucial information sources for making purchasing decisions. You can find all the hot new release and forthcoming title information available with these periodicals.

You can find Baker & Taylor's publications on the web in pdf format or subscribe to have publications sent to you digitally or via print – dependent upon the publication (print catalog/digital catalog/email newsletter).

In addition, Baker & Taylor has the ability to provide the contents of any individual catalog as a file of Machine Readable Catalog (MARC) records that could be loaded as a selection list in your ILS and/or matched against records in the national Online Computer Library Center (OCLC) bibliographic database, as well as information about providing MARC records for titles ordered.

#### ***Alert \*Digital Catalog Subscription\****

Alert is your complete monthly media reference source for information on DVD and music titles. The publication features annotations, title collections, retrospectives and much more.

Contents of Alert include:

Coming Attractions

New Releases

Foreign Films

Anime

Family & Children's Titles

Instructional & Educational Titles

Video Espanol

Music Audio

Musica Espanol

Bestsellers

#### ***At Home \*Digital Catalog Subscription\****

Distributed every Spring, this publication is timed perfectly with when home improvements are top of mind. Spring is time to spruce up the yard, reorganize the clutter, plan that much-needed renovation, update and repair the plumbing, and redecorate one's living space, and this special annual catalog's contents will show you how.

At Home encompasses a rich variety of new, recently published and forthcoming books, in hardcover and trade paperback. It features an outstanding collection of works for both adults and children, covering such topics as Antiques & Collectibles, Cooking, Crafts & Hobbies, Family & Parenting, Gardening, House & Home, Pets and Self- Help for a Happy Home.

#### ***Booking Ahead \*E-Mail Subscription\****

Booking Ahead is Baker & Taylor's monthly prepublication title list issued two months in advance of publication.

#### ***Business Now \*Digital Catalog Subscription\****

Business Now Showcases the best new books on Business and Economics and focuses on business biographies, entrepreneurship, business history, key industries, personal finance, women in business and so much more.

#### ***Cats Booking Ahead \*Email Subscription\****

Booking Ahead is one of Baker & Taylor's monthly prepublication notification services. CATS provides four separate monthly selection lists ranging from preK through teen levels, up to three months in advance of publication date. These Selection Lists are housed on our database, click on the level below to link directly.

#### ***CATS Meow \*Email Subscription\****

CATS Meow is our monthly email newsletter for Children's and Young Adult Public Librarians. Each issue features news and tips related to collection development, programming, Baker & Taylor services and publisher happenings. Also included are Top Ten lists of best-selling titles and material reviews.

#### ***CATS Series - Automatically Yours \*Print Subscription\****

CATS Series features the newest and most popular continuing series for public libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/ Manga/ comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

***Dispatches \*Digital Catalog Subscription\****

This specialty publication collects recent titles, including not only books on all of the major military conflicts in American history, but also biographies and memoirs of key military figures and books on weapons and other important concepts.

***Fast Facts \*Email Subscription\****

Fast Facts is a weekly e-mail delivered every Friday, which includes:

New Releases: the best new releases in fiction, nonfiction and paperback

Best-sellers: up-to-date and timely information on The New York Times best-sellers lists, hot-selling titles and publicity information on today's most popular authors and titles

Children's & Teen Titles: the newest children's titles in fiction, nonfiction and picture books

***Forecast \*Digital Catalog Subscription\****

Forecast is our monthly publication promoting forthcoming hardcover and paperback book titles. Forecast provides information on future best-sellers and noteworthy mid-list titles, as well as monthly subject collections, so you can make well-informed buying decisions.

***Graphic Novels \*Digital Catalog Subscription\****

Graphic Novels is the Baker & Taylor catalog exclusively for graphic novels, one of the fastest growing genres in books. Graphic Novels, a full-color publication, offers many pages of title lists, advertisements, merchandising tips and insight into the unique "language" of this specialty category. Graphic Novels is published quarterly.

Sections include:

Graphic Novels Top 25 Best-sellers

Graphic Novels Front List (New Titles)

Graphic Novels Core Lists - Series & Manga Titles, Stand Alone Titles and Drawing Techniques Titles

Exclusive Interviews with Authors and Illustrators

Award-winning Titles (including Eisner Awards and Harvey Awards)

***Growing Minds \*Digital Catalog Subscription\****

This publication is a comprehensive guide to Baker & Taylor's juvenile selections featuring titles appropriate for all interest levels, from toddlers through young adults. Published 10 times a year, each issue of Growing Minds contains special collections that cover a variety of subjects of interest. Please note the June and July issues are combined, as are the November and December issues.

Contents of Growing Minds include:

Audiobooks

Board Books

Preschool

Picture Books

Early Readers

Middle Readers

Young Adult

Selected Series

Exclusive interviews with authors and illustrators

Periodic sweepstakes featuring prizes from renowned authors and illustrators

Special collections highlighting seasonal themes and trends

***Humanitas \*Digital Catalog Subscription\****

Baker & Taylor's digital catalog for general humanities and social sciences disciplines includes books on the visual and performing arts, literature, philosophy, law, politics, history, religion and much more.

***International Trade Zone \*Digital Catalog Subscription\****

As Baker & Taylor continues to increase its reach around the globe, we are committed to providing our customers useful tools for enhancing their collections. This new digital publication, a supplement to Book Watch, provides a current sampling of adult titles of interest to the international market.

***Marquee (Blu-ray/DVD) \*Digital Catalog Subscription\****

Baker & Taylor's bi-monthly, comprehensive and essential selling guide for new release DVD and Blu-ray product, Marquee, is full of useful video information, including advertising from both major studios and independent suppliers. Keep up-to-date on exclusive Baker & Taylor promotions, as well as the latest new release offerings on DVD and Blu-ray for rental and sell-through product.

Contents of Marquee Include:

New Releases

Bestsellers

Special Promotions

***The Navigator (Continuations) \*Print Subscription\****

Mailed to the thousands of subscribers to Baker & Taylor's Continuation Services program, The Navigator features titles that are part of a series, serial, or set-in-progress. The Navigator presents titles in a catalog format, making them first choice among academic or public librarians for standing order title selection. The Navigator is a useful tool for library customers who automatically receive books corresponding to their pre-defined profiles.

Each issue of The Navigator typically has a unique topic or category of titles for your review:

Winter - Various Topics

Spring - Core List

Summer - Education, Occupations & Careers

Fall - Travel

***Scope \*Digital Catalog Subscription\****

Scope is Baker & Taylor's catalog of recently released and best-selling hardcover and paperback titles covering the science, technical, medical and academic genres. It is published three times a year.

***Spirit \*Digital Catalog Subscription\****

Spirit is Baker & Taylor's quarterly preview of notable religious, inspirational, motivational and spiritual titles. In these trying times, these titles will always be popular with your customers and patrons. Featuring more than 200 fiction and nonfiction titles, Spirit promotes both books and spoken-word audio titles. This publication also provides annotated title listings for topics that range from world religion and family relationships to scripture and home lifestyle, from spiritual healing to dealing with grief. These are books and audio books for today's confusing and challenging times.

Contents of Spirit include:

Adult Books

Children's Books

Audio Books

***Spotlight \*Digital Catalog Subscription\****

Don't miss a single beat! Spotlight is Baker & Taylor's weekly music publication, an essential guide to the latest releases coming out on compact disc and DVDs; plus industry news, selling tips, exclusive retail promotions and sales.

Contents of Spotlight include:

Top Sellers by Genre

Future Hits

Preorders by Street Date

New Releases by Genre

DVD New Releases

Pictures and Descriptions of Priority Releases

### ***STEAM Ahead \*Digital Catalog Subscription\****

STEAM Ahead is a digital publication dedicated to providing valuable information from the publishing community and presenting title offerings that align with and support the STEAM curriculum. STEAM integrates elements of science, technology, engineering, art and mathematics to expand how students learn about the world around them.

### ***Travel \*Digital Catalog Subscription\****

Travel is the Baker & Taylor catalog exclusively for all of travel needs. Take advantage of the new digital format and order directly from the page. Travel, a full-color publication, offers many pages of title lists, advertisements, merchandising tips, and insight into this selection.

Sections include:

American Vistas - Books and guides for traveling around the U.S.

Beyond the Borders - Titles for exploring internationally

Popular travel series listings like Zagat and Lonely Planet

UP Close \*Digital Catalog Subscription\*

UP Close focuses on the best regional titles published by university presses. This issue features recent, new and forthcoming titles of local and regional interest. UP Close is published biannually.

### ***Uptake \*Digital Catalog Subscription\****

Uptake focuses on the best books published by university presses. This issue features recent, new and forthcoming hardcover and paperback books, Uptake is bound into the March and November issues of Forecast. Uptake is published biannually.

### **FirstLook™ Basic**

FirstLook™ Basic is a free collection development program that provides notification of high-visibility new and forthcoming titles. FirstLook™ Basic is available to subscribers of TitleSource 360™. Each month you will automatically receive a new cart that includes an up-to-date title list. Lists are available in the following categories:

New Releases in Adult DVD

New Releases in Children DVD

Adult Fiction

Adult Non-Fiction

Adult Large Print

Adult Reference

Adult Mass Market

Adult Spanish

Children and Teens Mass Market

Children and Teens Spoken Word Audio

Children and Teens Picture Books

Axis 360 eBooks

Acoustik Downloadable Audio

### ***Merchandisers' Variety Program***

The Merchandisers' Variety Program allows the Library to create separate profiles by subject category. The key criterion in title identification for these categories is the prepublication purchasing threshold, which represents Baker & Taylor's anticipated demand for these titles.

The Merchandisers' Variety Program addresses all collection areas, including those that are typically not covered in review journals. There are different thresholds for different categories. Category coverage includes adult fiction genres and nonfiction categories, children's and teen areas, spoken word, Spanish language, music CD and video DVD. Examples include, but are not limited to:

Adult & Children's Books

Adult general fiction

Adult mystery

Adult romance  
Computer books  
Cooking  
Crafts and hobbies  
Children's chapter books  
Children's concept books  
Children's easy readers

The Merchandisers' Variety Program can stand by itself or be integrated into a library's FirstLook™ profiles so that titles are delivered only one time, supporting efficient selection and integration with all collection development processes.

### **E-Lists**

Baker & Taylor's E-Lists are selection lists that have been developed by our professional staff to help save you time and effort in searching for the titles you are most interested in. Utilizing any of our online ordering tools, you can browse our comprehensive list of E-Lists developed exclusively for you.

Each list contains pre-selected titles within the category specified. Each title has been selected based on the requirements of the category, as well as inventory availability and appropriate formats. Our E-Lists are organized into useful categories of similar lists, helping you easily browse the topics that interest you and your patrons.

Academia  
Book Leasing  
Booking Ahead  
Children's & Teen (CATS)  
Critic's Choice (award winners)  
Critic's Picks (book clubs, reviews)  
Curriculum Support  
Fast Facts  
Librarian Selections  
Monthly Stars  
Spanish & Hispanic Titles  
State Book Awards

#### **Other Available Lists:**

Academy Awards  
AFI Top 100  
ALA Award Winners  
Bestselling Books  
Business & Technology  
Caldecott Medal Awards  
Children's & Teen Titles  
Coretta Scott King Awards  
Curriculum Support

E-Books  
New Hardcover Books  
New Paperback Books  
New Children's Books  
Forthcoming Adult Books  
Grammy Awards  
Graphic Novels  
Health & Fitness  
Music Awards

Multicultural Titles  
New York Times Bestsellers  
Newbery Medal Awards  
Pura Belpre Awards  
Rolling Stone Top 500  
Popular Books  
Spanish & Hispanic Titles  
Top 200 A/V Bestsellers  
Video Awards

### **TRAINING**

Baker & Taylor will support Mesa staff with on-site training from our local consultants as well as support from our key development staff and development teams. We do not charge for training and are eager to support the library with any instruction necessary.

### **REPORTS**

Customized Library Services (Shelf-Ready) Status Report

Items ordered, but not immediately available (first shipment), will be listed on our status report. This report will accompany your invoice. Status reports will include all backordered items, as well as explanations for cancelled items. Status reports are also available upon request.

A sample standard status report is provided in Appendix 6. A monthly order status report including information by title for items on backorder or in pending status will be provided as listed in our example, Appendix 6. Cancelled items are also listed. A summary of expenditures by account can also be provided.

## **STANDING ORDERS**

### **Automatically Yours**

Baker & Taylor's Automatically Yours, a free author profiling program, delivers the latest publications from popular authors right to your door. Select your favorite authors, and Baker & Taylor will send the latest titles, as soon as they are released. Automatically Yours has several different programs to choose from:

#### Adult Programs

Popular Adult Fiction Authors-- featuring over 1000+ fiction authors

Large Print Popular Adult Fiction Authors -- featuring over 1000+ fiction authors

#### Fiction Series

Popular Non-Fiction Authors

Spoken Word Audio - featuring over 1000+ fiction authors

Inspirational Authors-- Offers over 180 authors to choose

#### Children's and Teen's Services (CATS)

B&T CATS -- featuring over 700+ of the most popular children and young adult authors, both fiction and non-fiction.

CATS AWARD -- over 50 different domestic and international awards and honors

CATS Graphic Novels Available for Adult and Teen titles. Choose from 140 Vendor/Characters, 52 Authors, and 32 Illustrators.

CATS Authors & Illustrators

### **Book Club Plans**

Baker & Taylor offers 3 different Book Club Plans to help meet your patrons' demands:

Today" Show Book Club

Reading with Ripa Book Club

"Good Morning America" Book Club

"Oprah's Classic Book Club (Although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles.)

### **Paperback Parade**

Continuous orders for Adult Paperback Books are available through Baker & Taylor's Paperback Parade program. Baker & Taylor has established a broad range of plans which vary according to age group, type of library, and popular subject categories. Each plan offers a predetermined number of titles at one set price. All plans are invoiced annually.

### **Continuation Services**

Since 1958, Baker & Taylor has been servicing over 6,000 public, academic and school libraries worldwide with our Continuation Services program. Baker & Taylor has extensive knowledge and experience in this area and offers the most comprehensive program available in the industry. This economical and efficient service enables librarians to select the titles they need on a standing order basis, order from a single source, and manage costs and collections with precise reports. Our commitment to customers is to regularly monitor 40,000+ Series offerings from 14,000+ Publishers to identify, order and ship titles in a timely and efficient manner. The Continuation Services department employs a group of experienced Research Analysts whose primary function is to review publisher catalogs, web sites and trade journals to identify current and forthcoming issues contained in our Series offerings. With over 80 years of collective experience in the industry, their mission is to keep our comprehensive series/title database current, accurate and complete. Our seasoned buying department promptly places orders with Publishers 3-6 months prior to publication date to ensure that our Continuation's customers automatically receive their standing order titles in a timely manner.

Discounts for continuations are provided in Appendix 3.

Only Baker & Taylor can provide ALL of the following standing order services to the library:

Access to a 40,000+ Series/title database  
14,000+ publishers monitored  
Free Price Quotation Service  
Alternate-year cycling  
Pre-Payment Incentive Plan  
Free Comprehensive Management Reports  
Customized Subject Selection Lists  
Processing components (Value-added services)  
Series & Title Status reports delivered electronically  
Navigator (quarterly publication of Continuations titles)  
Customer access to database via the World Wide Web: <http://compass.btol.com>  
Free Account Transfer Service  
Publisher flyer mailings announcing "new & noteworthy" Series  
And much more .....

#### Baker & Taylor Continuation Services Support Center

Over the years, Baker & Taylor Continuation Services has added many new tools and services to meet the everchanging needs of the libraries we serve. In October 2003, we formed a new team dedicated to providing libraries with tools and services designed to help in the analysis of their standing order reference collections.

Librarians are busier than ever and are constantly inundated with information. They're faced with tighter budgets, fewer staff, and ever-increasing demands for time and information. We fully recognize that our customers need to be aware of essential series offerings that can help better serve their patrons. The Support Center representatives will supplement the relationships our customers already have with their Field Sales Consultants and Continuation Services Customer Account Representatives, by keeping customers informed of important Continuations products and services.

The Support Center team utilizes a variety of resources, including series analysis reports, customized series selection lists, electronic and phone communication, to build and maintain a bond with our Continuations customers. Personalized, direct communications give our library customers the specific information they need.

Not only can our Support staff analyze your currently profiled series, but they can also provide specialized selection lists for your review. The following is just a sampling of series selection lists, which are currently available upon request: Top 100, Essential Reference, Medical Reference, Travel, Test Preparation, State-specific series, Antiques & Collectibles, Publisher-specific series, and many more.

The staff of the Continuations Support Center is at your service. To learn more about the Support Center Team, please contact us at [btcontinuations@btol.com](mailto:btcontinuations@btol.com). Your assigned Support representative is Arnetha Johnson ([arnetha.johnson@baker-taylor.com](mailto:arnetha.johnson@baker-taylor.com)). 800-775-3600 x 7295.

#### Title Transfer Service

Baker & Taylor will handle time-consuming account transfer tasks and will work closely with the library to ensure that specific needs are met. Baker & Taylor will forward:

Cancellation notices to applicable Publishers/Vendors

The library will receive both the original notice sent on the libraries behalf by Baker & Taylor, as well as the returned original cancellation confirmation from the applicable Publishers/Vendors

Additional follow-up requests are sent to Publishers/Vendors if cancellations are not confirmed

Upon receipt of confirmations Baker & Taylor will confirm series start dates with the library to avoid possible duplication

The library will supply the following:

Sufficient letterhead and envelopes

Contact name and title of individual who will be responsible to work with Baker & Taylor in the account transfer process

A list of titles to be cancelled

Publishers/Vendors information including: Name, address, contact name, account number and, if possible, the last issue received from Publishers/Vendors

Once the account transfer service is in process, the library must refuse standing order shipments from Publishers/Vendors based on a Baker & Taylor designated date. Once Publishers/Vendors confirm cancellation, only then, will the titles be added to the libraries' profile starting with the next edition to be published. Baker & Taylor has procedures in place to make your transition as easy as possible and to avoid any duplication. In the unlikely event duplicates are received, Baker & Taylor will be flexible with its cancellation/returns policy within the first few months of the transition.

Note: All titles that are cancelled will be added to the libraries' profile

### Series

Our Continuation Services database includes 40,000+ Series representing in excess of 250,000 individual titles. These include numbered and unnumbered monographic series, proceedings, non-subscription serials, sets in progress, selected U.S. government documents, and publications of the United Nations, and other international agencies as distributed in the U.S. Some of our best-selling series include: World Almanac and Book of facts, J K Lesser's income tax guide, Guinness world records, writer's marker, and McNally Road Atlas, Kevel's antiques and collectibles price guide, physicians' desk reference, chase's calendar of events, time Almanac, Peterson's guides, Fodor's travel guides, and Scott standard postage stamp catalogues.

Unlike other vendors in the industry, B&T does not limit your selection of series and titles to a closed listing. B&T offers series from a wide variety of publishers and has an extensive offering in text, technical and reference series collections. If you are interested in receiving a series, which is not in our database, we will contact the appropriate Publisher to determine its availability and establish it for you.

### **Compass <http://compass.btol.com>**

Compass enables the library to access our Continuations database and program online. Using Compass, librarians can now reduce time consuming phone calls and paperwork by modifying profiles, creating bibliographic searches, submitting claims, and developing management reports on-line, 24-hours a day. The benefits of this system include:

View/modify your CS profile on-line. Subscribers can make title changes, add series, or review pending shipments at their convenience.

Access to Enriched Series/title database containing over 250,000+ titles. Search options include: ISBN, title, publisher, author, editor, subject categories, and more.

On-line claims and new series request service - Now, claiming a specific issue or requesting new series is only a mouse-click away. Our program specialists will constantly monitor submitted claims and provide daily updates, so subscribers can make informed decisions.

Alphabetical search function which enables a user to easily navigate through their profiled series based on the first letter of a Series title.

A print profile feature allows a user to print or view a complete list of their profiled series from their own personal computer.

Pop-up messages to keep users informed every step of the way, as they make modifications to their profile.

A detailed Compass user's manual which can be accessed directly from the website.

A direct hyperlink to a dedicated Customer Account Representative who will be able to answer questions, process requests, and research claims.

On demand collection analysis which offers analysis of current library collection and recommends series of interest in subject matter where the library may need to enhance their collection.

Compass displays all available issues within a specific series – now the Library can complete incomplete sets, find missing back issues, or order extra copies of an issue in a popular series with just a few keystrokes.

Compass has been designed to be quick and easy-to-use. Baker & Taylor has not employed any complex graphics, which can delay download time. The "point and click" interface means that information is never more than a text box away, with no complex commands to remember or difficult menus to navigate. The entire library staff will be able to use Compass without the need for time-consuming training sessions or complicated user manuals.

## **COLLECTION MANAGEMENT TOOL(S)**

### **collectionHQ**

collectionHQ, used by many of the top library systems in the U.S., U.K. and Australasia, is based on the proven Evidence-Based Stock Management (EBSM) methodology. By analyzing detailed circulation patterns, the methodology provides action plans to help librarians develop and manage collections, saving time and money, improving circulation and aligning the collection with local demand.

collectionHQ's powerful toolset provides valuable insight and clear direction so that librarians can perform tasks that used to take weeks or months in a matter of minutes. From collection maintenance to collection development, collectionHQ eases workloads and frees up staff's time to work on other important areas within the library.

collectionHQ harnesses evidence of a collection's usage. This allows public libraries to analyze their demand and use that to influence subsequent purchases based on the proven EBSM methodology. This allows for detailed spending plans to be quickly created at the branch level.

Additionally, collectionHQ's unique and powerful 'Discovery tool' gives clients access to circulation data collected from over 250 North American Public Libraries. Using 'Discovery', they are able to carry out searches on this data and compare this against their own holdings. They may also identify specific items that are circulating well in other Public Libraries which they do not have in their own collection at present.

Having access to this very powerful library circulation data allows selectors to make more informed selection decisions, both quickly and efficiently, with the added peace of mind that decisions have been backed up by hard evidence.

### **ESP – Evidence-Based Selection Planning**

Baker and Taylor, in conjunction with collectionHQ, has developed a new service, Evidence-Based Selection Planning (ESP), that brings the art of Baker & Taylor's collection development expertise together with the science of collectionHQ's data analytics, to create a decision support system integrated with Title Source 360 to equip libraries with the information to select the right titles and quantities, for the right locations.

ESP is a provided service that supports the purchasing of new materials using evidence from collectionHQ and the title identification from Baker & Taylor. ESP identifies the top forthcoming titles based upon past circulation by author, subject and series, determines the locations where copies need to be placed to satisfy patron demand and monitors budgets through the use of collectionHQ spending plans. Pricing of ESP is determined by the library's varying levels of integration with Baker & Taylor and collectionHQ services. Although designed to work together, utilization of collectionHQ is not a requirement for ESP.

## **3. FULFILLMENT RATE AND RELATED FACTORS**

### **EFFICIENCY**

Your Baker & Taylor project team is up to date on the latest trends and tools available to public libraries. These tools include collection HQ, ESP, EDI electronic invoicing and ASN delivery. No matter what tools the library ultimately decides to use, the Baker and Taylor project management approach will be followed. Appropriate team members and product experts will be brought in to assist in crafting the most efficient material supply chain.

### **EXCLUSIVES**

From time to time Baker & Taylor receives exclusive content from most of the larger publication houses. In addition, we permanently carry exclusive stock from the following publishers; Findaway World Llc (L), Motor

Information Systems (Chilton), Perfection Learning Prebound, and Risk Management Assoc. In addition PawPrints and FollettBound titles can only be ordered through Baker & Taylor.

### **FULFILLMENT RATE**

Baker & Taylor and CLS understand the need to bring to the library high demand material as soon as it becomes available. To that end, Baker & Taylor has streamlined its receiving and operational process to ensure the fastest possible turn time. In addition, CLS has developed processes for our public library customers that identify the top demand titles in order to expedite all facets of fulfillment; from receipt from the publisher through shipping. This helps guarantee street date delivery of shelf ready popular material for these high visibility/high demand titles.

Customized Library Services has operations in four Baker & Taylor locations; Commerce, GA, Momence, IL, Bridgewater, NJ, and Reno, NV and leverages Baker & Taylor's extensive fulfillment and distribution network to provide the best possible fill rates. Baker & Taylor's current average fill rate is 85% first fill and 98% total fill on books, 95% total fill for AV materials.

If in-stock items are ordered product only (no cataloging and processing), the majority of your orders will be filled within 1-3 business days of receipt of order (mylar jacket only orders will be shipped within one business day of receipt of order), or within 5 (priority or rush) to 10 days, if processing is required. Rush materials should not exceed 20% of the library's purchases.

Our commitment for those titles that have established street dates will be to ship the material 5-10 days after receipt from the publisher. Materials are typically received from the publisher several days or weeks prior to street date thereby giving CLS ample time to provide the materials by street date. It will be our target to get that material cataloged and processed within the time frame above but based on operational and fulfillment condition this goal might not be obtainable 100 percent of the time.

Typical shipment delivery time frame from our Reno warehouse to the Mesa Public Library is 1 – 2 business days.

**EXHIBIT B  
PRICING**

<b>PRICING AND COMPENSATION</b>					
Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish <b>Library Books, Spoken Word, DVDs &amp; Digital Media</b> to the City of Mesa at the price(s) stated below.					
	<b>Category Description</b>	<b>Percent Discount</b>			
	Standing Order Plans	0-46.5%*			
	Non-Standing Order Titles (different types of materials like hard back and paperback discounts)	0-46.5%*			
	Replacement Costs	Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. These items may be credited or replaced at no charge			
	Shipping Costs	N/A			
<i>Item</i>	<b>Cataloging Pricing</b>	<b>Media</b>	<b>Cost Per Title</b>	<b>Cost Per Item</b>	<b>Notes/Exceptions</b>
Please clarify in the Notes/Exceptions column if cataloging charges are per title or per item.					
1	<b>Basic Copy Cataloging</b>				
1.1	Full MARC Record	Book		\$3.95*	* Please see note after Processing Pricing
1.2	No custom editing	Audiobook		\$6.30*	
1.3	Attach holdings in OCLC	CD		\$5.75*	
1.4	Downloadable into current & subsequent Innovative Polaris releases.	DVD		\$5.75*	
2	<b>Custom Cataloging:</b>				
2.1	Full MARC Record	Book		\$3.95*	
2.2	No custom editing	Audiobook		\$6.30*	
2.3	Attach holdings in OCLC	CD		\$5.75*	
2.4	Downloadable into current & subsequent Innovative Polaris releases.	DVD		\$5.75*	
3	<b>Original Cataloging:</b>				
3.1	Full MARC Record	Book	\$10.00	N/A	Custom cataloging fee is only charged once per title.

3.2	No custom editing	Audiobook	\$10.00	N/A	This is not a per unit charge.
3.3	Attach holdings in OCLC	CD	\$10.00	N/A	
3.4	Downloadable into current & subsequent Innovative Polaris releases.	DVD	\$10.00	N/A	
4	<b>Other Cataloging:</b>				
4.1	MARC record item tag field for added copies				
4.2	Other (please specify):				
<b>Item</b>	<b>Processing Pricing</b>		<b>Cost Per Item</b>	<b>Notes / Exceptions</b>	
5	Mylar jackets on hardcover books		*	Included in Print Services Price of \$3.95*	
6	Laminated covering of paperbacks		10 MIL CLEAR POLY \$1.99/UNIT 8 MIL MATTE POLY \$1.59/UNIT 8 MIL CLEAR POLY \$1.15/UNIT		
7	3M/Bibliotecha security overlays on single sided DVD/CD		*	Included in AV Services Price of \$5.75*	
8	RFID tag		*	Included in Print/AV Services Price*	
9	Applied barcode including hub sticker(s) for media		*	Included in Print/AV Services Price*	
10	Property stamp/sticker on the top of the book		*	Included in Print Services Price of \$3.95*	
11	Applied spine labels		*	Included in Print/AV Services Price*	
12	Cover spine label with label protector		*	Included in Print/AV Services Price*	
13	Replacement of original media case		*	Included in AV Services Price of \$5.75*	
14	Digitized media processing for music CD, audiobook, DVD and Blu-ray		\$7.05 SWA \$5.75 AV	AV includes CD/DVD/Blu-ray*	
15	Non-digital media processing for music CD, audiobook, DVD and Blu-ray		\$6.30 SWA \$5.75 AV	AV includes CD/DVD/Blu-ray*	

**\*\*The pricing outlined on this page and on Baker & Taylor's Appendix 2 is for CLS shelf-ready services and is a blended unit price based on the volume of material to be ordered, processing components requested, and the complexities of the library's cataloging requirements. Our unit price is all inclusive of the services requested by the library including, but not limited to cataloging, processing, and project management. This price does not include Laminate Covers or Original Cataloging. CLS processing means the library receives and shelves the material right out of the cartons. CLS truly means system and shelf-ready. Please refer to Appendix 2 for additional information.**

Offeror should indicate below, the discount percentage offered off of publisher's list price for the listed categories. If there are additional material types not listed below, the material type and corresponding discount should be noted on a separate attachment to the Offeror's submittal document.

Additional products and services related to physical print and non-print materials not listed below along with pricing should be noted on a separate attachment to the Offeror's submittal document.

<b>Item</b>	<b>Material Type</b>	<b>Percent Discount</b>	<b>Notes</b>
16	General hardcover books	46.5%*	Categories I and II
17	Trade paperbacks	41.0%*	Categories III and IV
18	Mass market paperbacks	41.0%*	Category V
19	Large Print	0 - 46.5%*	Categories I through XV
20	Continuations or Standing Order Titles	0 - 46.5%*	Categories I through XV
21	Spoken Word, Unabridged	45%**	**Category XII in Baker & Taylor's Category Definitions. Approximately 92% of Spoken Word Audio Materials purchased fall into Category XII. The remainder of Spoken Word Materials may be classified as Category I, VII, VIII, IX, or XI. Discounts are based on the categories as described in our proposal.
22	Teen, hardcover	46.5%*	Category II
23	Teen, Publishers Library Binding	23.5%*	Category VII
24	Teen, paperback	41.0%*	Category IV
25	Children's books, hardcover	46.5%*	Category II
26	Children's books (Publishers Library Binding)	23.5%*	Category VII
27	Children's books, paperback	41.0%*	Category IV
28	Graphic Novels	0 - 46.5%*	Categories I through XV
29	Small Press	0 - 13.1%*	Category IX
30	Academic or University Press	0 - 13.1%*	Categories VII and IX
31	Technical and Reference	0 - 13.1%*	Category IX
32	Music CDs	26.0%*	
33	DVDs	30.5%*	
34	Blu-rays	30.5%*	
35	Spanish Language	0-46.5%*	Categories I through XV
36	Other non-English language	0-46.5%*	Categories I through XV
37	Other:		

38	Other:		<b>*Please see Appendix 3 for our full list of discount terms</b>		
39	Other:				
40	Other:				
41	Other:				
<i>List publishers for which you are unable to provide a discount:</i>		<i>Please see Appendix 11 for a complete listing</i>			
<i>List publishers for which you are the sole source:</i>		<i>FollettBound and Pawprints are exclusively available through baker &amp; Taylor.</i>			
<i>The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).</i>					
<i>DELIVERY: See Mesa Standard Terms and Conditions.</i>					
<i>Vendor Name <u>Baker &amp; Taylor LLC</u></i>				<i>Date:</i> <i><u>5/16/17</u></i>	
	<i>4/27/2017</i>				<i>RFP #</i> <i>2017201</i>

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - iv. Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- 17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
  - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- 18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- 19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- 20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- 21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate

the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
  - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.