



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2023056
LIBRARY BOOKS, SPOKEN WORD, DVDS, AND 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 450 Mesa, AZ 85201
Attention	Evan Karl, NIGP-CPP, CPPB Procurement Officer I
E-Mail	Evan.Karl@MesaAZ.gov
Phone	(480) 644-2356

With a copy to: City of Mesa – Library Services
Attn: Jesse Simms, Assistant Library Director
P.O. Box 1466
Mesa, AZ 85211-1466
Jesse.Simms@MesaAZ.gov

AND

BAKER & TAYLOR, LLC, ("Contractor")

Mailing Address	2810 Coliseum Centre Drive, Suite 300 Charlotte, NC 28217
Remit to Address	P.O. Box 277930 Atlanta, GA 30384-7930
Attention	Melissa Swain, Customer Success Manager Pricing Services
E-Mail	Melissa.Swain@Baker-Taylor.com bids@baker-taylor.com
Phone	706-215-7929 704-998-3248
Fax	704-998-3260

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 27th day of February, 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Baker & Taylor, LLC, a(n) Delaware company ("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 **2023056** ("Solicitation") for **LIBRARY BOOKS, SPOKEN WORD, DVDS, AND 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 **March 1, 2023** and ending on **February 28, 2026**. 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) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before 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 before 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 before 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.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are 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 the 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 adjustments 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 before 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. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. 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. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

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 before the execution of the Agreement and remain in effect for the term of the Agreement.


- 6.5 Before 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 the 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 in 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 / Technical Specifications
 - (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

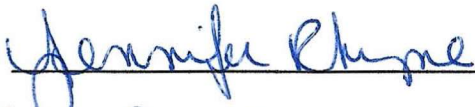
By:  Edward Quedens
cn=Edward Quedens, o=City of Mesa, ou=Business Services Director / City of Mesa, email=ed.quedens@mesaaz.gov, c=US
2023.02.28 13:18:38 -07'00'

Printed Name

Title

Date

BAKER & TAYLOR, LLC

By: 
Jennifer Rhyne

Printed Name

Director, Pricing Services

Title

February 28, 2023

Date

REVIEWED BY:

By:  2/28/2023
Evan Karl, NIGP-CPP, CPPB
Procurement Officer I

EXHIBIT A
SCOPE OF WORK

PROGRAM DESCRIPTION AND METHOD OF APPROACH

Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Respondent shall describe their understanding and method of approach to meet the Required Services as described in the Scope of Work, including:

a. Comprehensive Online Title Database,

COMPREHENSIVE ONLINE TITLE DATABASE: Respondent shall provide at no additional or at minimal cost to the Library, an easy-to-use internet access database of Respondent's inventory and/or title of all materials. In addition, Respondent shall:

- a. Specify how often the title database is updated.
- b. Specify how often the inventory status on their title database system is updated (i.e., real-time, daily, weekly, etc.).
- c. Describe the method of staff access, i.e., via password/IP, and indicate the maximum number of users. Respondent shall also specify whether remote user access is available for staff use.
- d. Provide at no charge thirty (30)-day trial access to the system for evaluation during the proposal review process. Respondent should submit all necessary login information such as URL, user IDs, and passwords with the proposal and guarantee access will be operational during the review period.
- e. Provide multiple users access during the trial period.
- f. Address any costs for system access in the pricing section. This includes access to inventory and other types of information such as reviews, discounts, publicity, print runs, etc.

The title database system should have the following **capabilities**:

- Out-of-print, publisher out of stock, and inventory status on the first screen of record
- Access to other titles not in vendor's inventory (Books in Print type concept)
- Sort by binding, ISBN/ISSN, price, pub date, publisher, author, title
- Merging of lists
- An Advanced search by series, Dewey, author-title, artists, notations, and citations
- Cover images for selected titles
- Table of contents for selected titles
- Excerpts for selected titles
- Update/check account profile
- Check returns' status
- Answers to FAQs (Frequently Asked Questions)
- Merchandising/New Title Information, (i.e., Bestsellers, author tours, movie and TV tie-ins, collection development list, etc.)
- Easy to use help screens
- Search by review journal

The title database system should meet the following **requirements**:

- Contractor's title database system shall be updated at a minimum of once per week.
- Contractor shall provide ongoing technical support for the system and provide notification when new releases and upgrades are available.
- Contractor shall assist with the implementation of all new releases and upgrades as necessary.

COMPREHENSIVE ONLINE TITLE DATABASE

We are pleased to offer our Title Source 360 online ordering platform to the Library for viewing of inventory, selection of material, placement of EDI orders with Polaris, and reviewing updated order status. The site is fully functional and features grid ordering and multi-faceted searching and filtering options. Title Source 360 meets or exceeds all of the capabilities and requirements as listed above from the Scope of Work. Please see below for a full description of the capabilities of Title Source.

In addition, please see below for other requested information:

- a. **Specify how often the title database is updated.**
- b. **Specify how often the inventory status on their title database system is updated (i.e., real-time, daily, weekly, etc.).**

Title information on Title Source 360 is updated multiple times daily to ensure accurate and current information, including in-stock titles, pre-publication, and new release titles.

At multiple views, Title Source 360 displays updated inventory data (typically updated on the hour) for the customer's primary and secondary warehouses. There is also a Real-Time Check available – inventory totals may be instantly checked in “real-time” via a one click link to “Real Time Inventory.”

- c. **Describe the method of staff access, i.e., via password/IP, and indicate the maximum number of users. Respondent shall also specify whether remote user access is available for staff use.**

Title Source can be accessed on the web at the following url: <https://ts360.baker-taylor.com/>, using the login credentials associated with the Library's account (username and password). There is no maximum number of users, and the site may be accessed remotely.

- d. **Provide at no charge thirty (30)-day trial access to the system for evaluation during the proposal review process. Respondent should submit all necessary login information such as URL, user IDs, and passwords with the proposal and guarantee access will be operational during the review period.**
- e. **Provide multiple users access during the trial period.**

We are happy to provide access to the system for evaluation to multiple users. As the library is already a subscriber to Title Source 360, you may use your current login credentials for evaluation of the system. If you need additional user IDs beyond the 12 in use currently, please let us know and we will be happy to provide additional user access.

- f. **Address any costs for system access in the pricing section. This includes access to inventory and other types of information such as reviews, discounts, publicity, print runs, etc.**

As part of Baker & Taylor's comprehensive proposal, we are pleased to offer a Title Source 360 subscription 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.

Title Source 360

Title Source 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 all online at ts360.baker-taylor.com.

Baker & Taylor's Title Source 360™ is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, e-book, e-audio, spoken word audio, DVD, Blu-ray, music CD and vinyl LP music titles. Each record gives current print status (i.e., Not-Yet-Published, Out-of-Print), in-stock availability, latest list price, and the Library's estimated discounted price. Title and inventory information is updated multiple times throughout the day.

Title Source 360™ benefits include:

- 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

Title Source 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

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

Wealth of data at your fingertips through multiple title views

Multiple title views readily provide publisher/producer status, inventory level, estimated discounted price, cart and order duplicate status icons; the preferred title view can be saved for convenience as part of the user's custom profile. Select sample title views are provided directly below, which include key descriptive information, as well as inventory, net price, and duplicate status indicators.

Sample view of Stacked Multi-Title Format

2.)

BRAD THOR
BLACK ICE

Black Ice
Thor, Brad

ISBN: 9781982104122
Product Lookup: ISBN

Publish Status: Not Yet Published

Publisher: Emily Bestler Books

Publish Date: 07/20/2021

Street Date: 07/20/2021

Audience: General Adult

Dewey: 813/.6

LCCN: bl2021012885

L.C. Class: PS3620.H75 B53 2021

Series Name:

1st BISAC Subject: FICTION / Thrillers / Political

\$28.99
Est. Net: \$14.78

P.O. Line #:

Notes:

In Stock
A

	Inventory	On Order
Central*	372	842
South**	753	410
30-Day Demand:	1225	

Qty: **+ ADD**

Grid (0) **Check ALT Formats**

Duplicate Status icons appear at every view

All Title Source 360 formats include ready access to key information and utility buttons, including duplicate status icons, as well as the Grid and Check ALT Formats tabs, enabling users one-click access to further review and title adding capabilities.

Sample view of Tiled Multi-Title Format

ADD SELECTED TO CART | ADD PAGE | ADD ALL

Sort By: Popularity | Results Per Page: 15 | Page 1 of 7 | Go to Page: 1 GO

<input type="checkbox"/> 1.) False Witness Slaughter, Karin Published: 07/20/2021 Not Yet Published Hardcover ISBN: 9780062858092 Product Lookup: ISBN In Stock [A] [R] \$28.99 Est. Net: \$14.78 P.O. Line #: <input type="text"/> Notes: <input type="text"/> Qty: <input type="text"/> + ADD [O] [S] Grid (0) Check ALT Formats	<input type="checkbox"/> 2.) Black Ice Thor, Brad Published: 07/20/2021 Not Yet Published Hardcover ISBN: 9781982104122 Product Lookup: ISBN In Stock [A] \$28.99 Est. Net: \$ P.O. Line #: <input type="text"/> Notes: <input type="text"/> Qty: <input type="text"/> + ADD [O] Grid (0) Check ALT Formats	<input type="checkbox"/> 3.) The Man With the Silver Saab Smith, Alexander McCall Published: 07/20/2021 Not Yet Published Hardcover ISBN: 9780593316108 Product Lookup: ISBN In Stock P.O. Line #: <input type="text"/> Notes: <input type="text"/> Qty: <input type="text"/> + ADD [O] Grid (0) Check ALT Formats
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Tiled View presents a more abridged display that facilitates multi-title scrolling, and includes all relevant price, status, and duplicate icons, as well as Grid and Check ALT Formats tabs at the bottom of the view.

Sample view of Table Multi-Title Format

BRAD THOR
BLACK ICE

2.) **Black Ice**
Publisher: Emily Bestler Books
Not Yet Published
In Stock

Thor, Brad

9781982104122
Product Lookup: ISBN

Hardcover

\$28.99
Est. Net: \$14.78

07/20/2021

P.O. Line #:
Notes:

	Inventory	On Order
Central*	372	842
South**	753	410
30-Day Demand:	1225	

Grid (0) Check ALT Formats

Qty:

+ ADD

The **Table View** offers users yet a 3rd visual choice for presenting multiple title lists. Preferred views can be saved/revised via **My Preferences**

Enhanced MARC profiler

This 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, collection codes, item template names, etc. to create on-order records. On-order records are used in the acquisitions process and to enable patrons to place holds on pre-pub titles and order materials directly through EDI transmission.

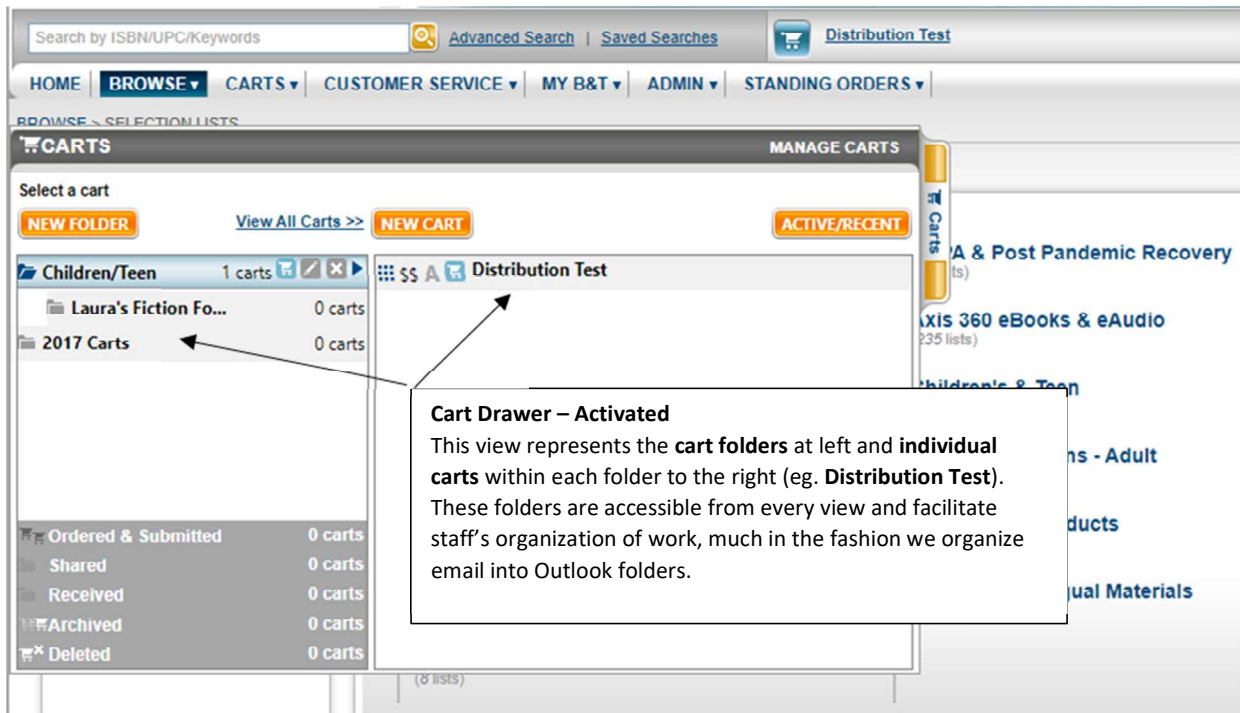
Self-management of MARC Profiles

Library staff may create multiple MARC Profiles for management of different formats; the MARC Profiler offers easy self-service features. B&T staff can also work with Library staff to refine and define additional profile parameters, “if-then” conditional statements, addition/deletion of selected tags, etc.

Easy Cart Management

The innovative cart drawer is easily accessible on every page, so you can keep your lists and carts organized. Carts are routinely managed and placed in user-defined Folders to facilitate organization and retrieval of “in-progress” carts. Additionally, choose from multiple batch entry options: basic data entry, copy and paste and file import—multiple formats are supported.

Sample view of the Cart Drawer “slide-out” feature



Innovative Shared Cart Workflow

Share carts with selected users and create select Share Groups to share carts in a collaborative fashion. The Shared Carts functionality enables cart owners to assign a range of cart privileges to users of the shared cart, as well as specific completion dates for each phase of the cart (selection, requisition, review, acquisition, etc.).

Sample View of a Shared Cart Workflow and User Profile

Workflow: **CONTRIBUTION** **REQUISITION** **REVIEW** **ACQUISITION**

No Workflow Required Define Workflow

Select to remove workflow steps: End date End time Time zone: (UTC) Casablanca

<input type="checkbox"/>	CONTRIBUTION	10/04/2013 <small>(mm/dd/yyyy)</small>	9:00	PM
<input type="checkbox"/>	REQUISITION	10/04/2013 <small>(mm/dd/yyyy)</small>	9:00	PM
<input type="checkbox"/>	REVIEW	10/04/2013 <small>(mm/dd/yyyy)</small>	9:00	PM
<input type="checkbox"/>	ACQUISITION			

SAVE

▼ Cart Members: (5) Cart Owner: frank mcdonald

--- Select Group --- **ADD ALL USERS**

USER ID	
Select user(s)	ADD CLEAR
frank mcdonald	DELETE
fred harvey	DELETE
marne fellows	DELETE
marin foster	DELETE
Robert Daniels	DELETE

SAVE AS GROUP **SAVE PROFILE** **CANCEL**

Shared Cart – with Workflows

This graphic depicts the users that have been included as part of the “share group” for this cart, along with date/time stamps for completion of the various tasks and phases of the cart. Each user can be assigned a range of privileges by the cart owner/ADMIN (see graphic example below)

USER ID	OWNER	CONTRIBUTION	REQUISITION	REVIEWER	ACQUISITION	
Select user(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ADD CLEAR
McDonald Training User 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
McDonald Training User 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Frank McDonald	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SAVE AS GROUP **SAVE PROFILE** **CANCEL**

Shared Cart User Profiles

Tasks and privileges may be assigned to each user by the cart owner/ADMIN

The Title Source 360™ database contains detailed, comprehensive, up-to-date information on over 8 million book titles, 200,000 DVD 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.

Additional Features of Title Source 360™ include:

- Updated multiple times daily to ensure accurate and current information, including in-stock titles, pre-publication, and new release titles
- Inventory Display – At multiple views, Title Source 360 displays updated inventory data (typically updated on the hour) for the customer’s primary and secondary warehouses.

Uniquely available from Baker & Taylor, publisher inventory is also displayed via our Virtual Inventory Program (VIP). Through VIP, in addition to B&T inventory displays, you also may view inventory on the publishers’ shelves. Title Source 360 customers are profiled to see VIP (Virtual Inventory Program) inventory levels from participating VIP Publishers. VIP publishers have committed to provide an expedited level of service for titles ordered under the VIP program.

	Inventory	On Order
VIP***	200	0
Central*	843	0
South**	351	0
30-Day Demand:		10

Inventory Displays include multiple updates daily of inventory positions at the **Central** and **South** distribution facilities.
VIP Inventory positions are presented where available, and represent stock quantities available on publishers’ shelves, and serve as one indicator of a title’s availability.

- Real-Time Check – inventory totals may be instantly checked in “real-time” via a one click link to “Real Time Inventory”
- Discounted price and list price are automatically presented in all cart views, with no need for a price check.
- Rich bibliographic information, including over 5.2 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher/producer, and publication
- Fully searchable Tables of Contents (1,000,000) and Annotations (5.5 Million). Approximately 1.2 million full-text reviews, including Kirkus, Library Journal, Publishers Weekly, School Library Journal, Horn Book, Choice, VOYA, BookPage, BookList, Foreword, AudioFile and E-Streams
- Automatically access titles by review publication date
- Over 45 search indices, including BISAC, LC and Dewey classes

- User-specific preferences manage both the format (book/movie/music and digital content) as well as the Audience Level (selectors may select specific Audience levels to further refine initial views, search results, etc.)
- With one click, a user may remove any preset filters and quickly display a broader set of search results
- 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:

Titles in carts are instantly duplicate checked by ISBN across currently held and previously ordered carts or within a workgroup, and across multiple USER IDs.



C – Indicates the ISBN/title is present in another cart, typically an Open cart in progress

S – Indicates the ISBN/title is part of a profiled series that the library has on an existing autoship plan and/or title notification plan

O – Indicates the ISBN/title is present in a cart that has been ordered previously (additional graphics for the “O” icon have been provided).

Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons “O” at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED, INVOICE #, ATS #) at that time.

- Duplicate Data for alternate formats of a work may be viewed with one-click access. This feature provides the user with information on any alternate format of the work being searched and also provides a quick summary to identify if any of the alternate formats are currently contained in another cart, in another order, or within Library Holdings.
- Digital catalogs and title listings viewed in TS360 also instantly reflect any duplicate order or cart activity.
- Grid Ordering capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields
- Grid Order information may be downloaded to the library’s ILS system for ordering and/or transmitted in the electronic order file sent from Title Source 360™
- Access to Book Lease Pre-publication lists and Quick Call Bestseller Book Lease lists
- Access to lookup ISBNs in library OPAC with one click
- Administrator determines levels of access for user IDs

- 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.

b. Comprehensive Supplier Inventory,

COMPREHENSIVE SUPPLIER INVENTORY: For each of the categories covered by this RFP, Respondent shall demonstrate the comprehensiveness of their inventories to meet the needs of a medium to large public library system by submitting evidence that their online inventory includes at least two-hundred thousand (200,000) titles and a publisher base of at least twenty thousand (20,000). Respondent shall affirm that they have a comprehensive online title database of at least two million (2,000,000) titles. Respondent shall specify the number of titles in their database. Respondent shall indicate the number of publishers in their inventory.

Titles should range from classic titles to current best sellers, and include adult fiction, non-fiction, juvenile, and young adult titles. Respondent shall specify the percentage of inventory by age category.

Respondent should indicate any exclusives, (i.e., authors, titles, or formats) their firm provides.

Respondent shall describe their ability to provide materials in the Spanish language and should provide, if available, a publisher list for their Spanish language materials and a title count in their inventory.

If the Respondent has multiple warehouses and the Library account is normally supplied from one regional warehouse, the Respondent should still be able to supply a title not available from the regional warehouse. Respondent shall describe what this would entail (i.e., Library ordering directly from the holding warehouse, etc.), possible delays, etc.

SUPPLIER INVENTORY

Currently, our national distribution centers maintain a combined inventory of over 8 million items representing approximately 500,000 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 16 million items and represents 75,000 publishers/imprints and suppliers.

There are over 7,500 publishers and imprints represented in our current inventory.

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 over 2 million in-stock titles to B&T's offering.

Book Inventory Percentages by Age Range		
	Fiction	Non Fiction
Babies (0-2 yrs)	0.1%	0.0%
Toddlers (2-4 yrs)	0.6%	0.1%
Kindergarten (5-6 yrs)	12.5%	2.7%
Grade 1-2 (6-7 yrs)	8.1%	3.7%
Grade 2-3 (7-8 yrs)	4.6%	2.2%
Grade 3-4 (8-9 yrs)	4.8%	2.2%
Grade 4-6 (9-11 yrs)	9.4%	2.9%
Grade 7-9 (12-14 yrs)	5.9%	1.0%
Grade 10-12 (15-18 yrs)	3.0%	0.4%
Adult (General/Professional/Scholarly/Vocational-Technical)	51.0%	84.7%

Exclusives

Our PawPrints Publishing titles are available exclusively from Baker & Taylor.

Spanish Material

Baker & Taylor carries an impressive stock of Spanish language materials. We currently have over 30,000 titles available to order in Title Source and 19,996 unique titles represented in our current inventory. We have included a publisher list for our Spanish language materials in Appendix 7.

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

c. Processing Requirements,

PROCESSING REQUIREMENTS: The Respondent shall describe the type of processing services they provide and costs. Respondent shall affirm that billing for processing shall be distinct from that of the books but may be on the same invoice. Respondent shall quote a cost per unit for each operation, (i.e., barcode attachment, jacketing, RFID tags and programming/activating, etc.). Respondent shall also provide a quote for the specific shelf-ready processing required for the Library.

See **Processing and Cataloging Specifications (EXHIBIT 2)** for the processing specifications. Supplies used by the Respondent shall be the same as or equivalent to those provided in the Supplies List. Any proposed substitutions or changes shall be submitted in writing to the Library’s Collection Support Services Supervisor.

Respondent shall provide specifics on how, and what amount of credits will be applied to the library if mistakes are made by the Contractor during processing after a six (6) month training period.

Respondent shall provide specifics on the level of customizability that can be provided to the Library.

PROCESSING

Baker & Taylor can fully accommodate Mesa Public Library's processing requirements. Processing for Shelf-Ready Processing as described below will be fulfilled through our Customized Library Services shelf-ready service. Processing is also available as described below using our standard TechXpress processing service options.

CLS Shelf-Ready Processing

The CLS department has over 300 trained professionals staffed to handle the library's customized processing 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 and have linked, printed and/or applied tags for millions of items. As the number of vendors and product offerings has grown with regard to RFID technologies, CLS too has grown in our vendor relationships and linking and application capabilities. We currently work with 3M, Arcus, Bibliotheca, Envisionware, FE Technologies, ITG, Lib Convert, Libramation, MKStaff, PV Supa and Tech-Logic. As this is a developing technology with unlimited potential for library use, Baker & Taylor's Customized Library Services will continue to support the needs and requirements of our customers.

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.

With Baker & Taylor's AV Digital Media Processing (DMP), the original artwork is digitally reproduced to your exact profile specifications. As a result, all of the artwork information and all of your vital label details now fit on a single custom printed sheet that is inserted into a sturdy case. DMP also helps reduce the risk of theft as the new artwork now has your library information permanently embedded.

TechXpress Standard Processing

Baker & Taylor offers a comprehensive range of processing/cataloging services for the shelf-ready preparation of book, spoken word audio CD, DVD, and music CD product through techXpress. This service provides cataloging and processing solutions and service levels designed to accommodate every need.

Baker & Taylor provides a wide range of processing options and components; pricing of those components is provided in the Attachment A Pricing Form as requested.

Processing components and options include:

Mylar Jackets –

Protective jackets which enhance durability and extend the circulation life of your hardcovers.

Laminated Covers –

Clear plastic sheet laminated directly onto original paperback cover, extending the life of higher circulation paperbacks.

Spine Label –

Formatted and customized to your cataloging specifications.

Barcode –

Linking your materials to your catalog.

Stamping –

Personalize your materials with custom address information.

Ownership and Custom Labels –

Customized to include your location, website address and bibliographic information.

Theft Detection –

Variety of devices available for books, movies and music products.

RFID –

Application and programming of RFID tags.

Spoken Word Audio –

Repackaging sets into strong cases with a consistent appearance and high-resolution reproduction of original publisher artwork.

Music CD and DVD Processing

Digital Media Processing – for movie and music products

Studio artwork is digitally reproduced, preserving all descriptive information, and integrating all of your label details onto a custom-printed sheet. Original cases may be used; upgraded/locking cases also available.

Shrink Wrap/Security Tape Removal – for movie and music products

Removal of manufacturers' packaging expedites getting DVDs and CDs onto your shelves.

Processing Errors

Baker & Taylor will be happy to correct processing errors as needed whenever possible and whenever they occur, either before or after a six-month training period. If there are any questions or concerns, please bring these to the attention of your project team.

Customization

Customization is specifically what our Customized Library Services (CLS) processing was created for – we are able to offer a high degree of customization through this level of service and will work with the Library to meet their particular specifications wherever possible.

d. Cataloging Requirements,

CATALOGING REQUIREMENTS: Respondent shall describe the services they provide and the cost. Any informational brochures, etc. shall be provided.

Respondent shall also provide a quote for the specific shelf-ready cataloging required for the Library. See **Processing and Cataloging Specifications (EXHIBIT 2)** for the cataloging specifications.

Respondent shall provide specifics on the level of customizability according to the library's cataloging guidelines that can be provided to the Library.

Respondent shall provide specifics on how, and what amount of credits will be applied to the library if mistakes are made by Contractor during cataloging after a six (6) month training period.

Contractor shall provide Machine Readable Cataloging (MARC) records for ordered materials via File Transfer Protocol (FTP). Respondent shall describe any related costs.

Contractor will respond with price quotes within ten (10) business days if changes are needed to adhere to new library cataloging guidelines in the future.

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. Customized Library Services 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 added and the record is saved to the library's work file.

If a record is not found in the Library's database or work file, the CLS Bibliographic Database is searched, followed by LC MARC and the resource databases of BTCat. The CLS Bibliographic Database contains 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. 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 quarterly basis, an electronic file is sent to OCLC to update the library's holdings for all contributed records.

When a full matching record is found in one of the resource databases, it is edited to meet the library's specifications and the appropriate item tag is keyed added. 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 added. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the Library's local standards. For libraries that subscribe to BTCat, 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. The library's assigned cataloger is notified, and the record will be edited to meet the library's specification and appropriate item tag is added.

Every title sent to the library will have a full MARC record with the appropriate item tags. If the Library is not a BTCat subscriber, they will have the option of paying for original cataloging with an original cataloging fee per title or we will send a short/brief record as the item tag carrier. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

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

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

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

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 (or will provide for free with a subscription to BTCat).

Cataloging Errors

Baker & Taylor will be happy to correct errors as needed whenever possible and whenever they occur, either before or after a six-month training period. If they are any questions or concerns, please bring these to the attention of your project team.

Customization

Customization is specifically what our Customized Library Services (CLS) cataloging was created for – we are able to offer a high degree of customization through this level of service and will work with the Library to meet their particular specifications wherever possible.

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.

e. Collection Development Services,

COLLECTION DEVELOPMENT SERVICES: Respondent shall identify, define, and provide a short description of the Collection Development service(s) offered. The Respondent shall provide pricing information for service(s) offered.

COLLECTION DEVELOPMENT SERVICES

Baker & Taylor has formal processes and developed tools that can be used to address almost any library collection development need. The key elements are our professional librarians and technical staff, sophisticated information systems, and robust product database. In addition, B&T Collection Management Services integrate seamlessly with B&T's TS360™ website and shelf-ready services provided by our Customize Library Services organization.

Custom List Production:

Baker & Taylor's Collection Management group has one of the most extensive databases in the industry to support collection projects and ongoing selection. Our selection application can access over 10 million (is this still accurate) book, digital, audio and AV titles. Data points for this application include, but not limited to:

- Dewey Classification
- Library of Congress Classification
- 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
- Level of Readership/Intended Audience (as indexed in TS360)
- Physical Format/Material Type
- Availability Status
- Stock Status
- Date of Publication
- Price

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

Baker & Taylor provides selection media and title recommendations via the Title Source 360™ website. Data availability includes, but is not limited to the following:

- ISBN/ISSN
- Binding/Format
- List Price, Discounted Price, Delivered Price
- Holdings
- Class Number (s)
- Author/Editor
- Title
- Edition Statement
- Publisher
- Date of Publication
- Series
- Brief Annotation
- Interest Level
- Indication of Status
- Subject Classification
- 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
- Physical Format/Material Type
- Availability Status
- Stock Status
- Regional and National Demand accumulated from all B&T customers

B&T Sales and Demand Data

As the leading full-service library supplier, B&T has extensive demand and sales data that can be incorporated as selection criteria. This can be used in combination with the above noted integrity-based elements, or separately if the library wants to focus on high visibility/high turn collections. These elements can be incorporated to assure building collections that circulate and/or anticipate patron needs

Information Systems

Title Source 360™ is B&T's web-based solution to the address library collection development and acquisition processes. Title Source is an extensive and accurate information utility that provides easy access to millions of book, digital, audio and video titles. PPL librarians can access profiled/selection recommendation carts that are transmitted to PPL Title Source IDs. Title Source the scheduled carts can be managed by library staff by centralized staff to support coordinated collection development processes.

First Look Custom Selection Lists:

Baker & Taylor offers selection lists under the First Look family of notification services. First Look Custom is a notification service where new and forthcoming titles are sent to your library as Title

Source 360 carts at the end of every month. Titles are split into common collection areas using indexed data points and include the following features:

- Titles reviewed by major publications (including Kirkus Collections)
- Titles included in select B&T programs and publications
- Duplicate management (using ISBN) against previous First Look carts
- Optional automatic grid application at the cart level
- Optional format preference
- Optional duplicate management (using ISBN) against order history

First Look Custom lists can be duplicated managed by previous list history and/or B&T order history. Custom lists also include optional automatic grid application at the cart level.

First Look Plus Selection Lists:

First Look Plus is a notification service where new and forthcoming titles are sent to your library as Title Source 360 carts at the end of every month. Titles are split into common collection areas using indexed data points. Features include:

- Titles included in select B&T programs and publications
- Duplicate management (using ISBN) against previous First Look carts

Baker & Taylor is pleased to offer the City of Mesa First Look™ Basic free of charge. We will be happy to provide pricing for First Look Plus or Custom upon request. The pricing of services is based on your particular requirements and the level of support requested.

cHQ/ESP

If the Library subscribes to collectionHQ, cHQ is part of the B&T family of companies, and we will use evidence as a key element of selection and branch distribution recommendations. The sophisticated analytics provided by this application can assure that regardless of the criteria used to build the collections, the most relevant titles likely to circulate are selected.

cHQ also provides:

Collection Usage

In addition to more traditional collection analysis and collection profiling methods, Baker & Taylor is able to utilize cHQ to provide evidence-based analysis of the library's current collection and usage that could provide insight and benchmarks collection performance.

Weeding Recommendation and Collection Consolidation

Based on evidence from the collectionHQ analysis a suggested weeding and collection consolidation report can be developed and used by the library. Additionally, the weeding reports can be utilized in conjunction with our Sustainable Shelves Program to identify titles that will maximize revenue for books (sold online through SSP) and ensure that weeding will be as efficient as possible and conform to community usage patterns.

Collection Profiling

Baker & Taylor has a proven methodology for profiling collections using all information available, using standard collection development profile survey documentation. cHQ facilitates the easy incorporation of collection performance data, and evidence in profile adjustment, thus reaching to the goal of anticipating rather than reacting to patron needs.

Selection Recommendation

In addition to the traditional profile driven selection support, and based on the library's cHQ data, ESP will be incorporated in selection.

ESP (Evidence based selection planning) cHQ allows Baker & Taylor Collection Management librarians to provide specific relevancy rankings, purchase quantity, and branch distribution for each title that they recommend. It must be noted that ESP is an exceptional analytical tool and is managed in a collaboration of the dedicate cHQ team, B&T Collection Management, and library Collection Developers thus providing the most effective incorporation of evidence and professional judgement.

ESP uses algorithms to compare each title against PPL circulation evidence. Examples of the data being compared and ranked and driving distribution recommendations include and are not limited to:

- How did the author circulate in the past?
- How does the author circulate within the BISAC category?
- How has the author recently circulated?
- How has the BISAC category circulated?
- How has the publisher circulated within the BISAC category?
- How has a series circulated?

B&T/CLS will incorporate any and all of the above noted resources and features in support of on-going selection, one-time/ad hoc projects, replacement projects, and/or Opening Day Collections. A key feature is our project/process management approach, which in addition to assuring that B&T is addressing collection development requirements, assures B&T is providing complete and seamless integration with fulfilment and shelf ready services.

Please see Attachment A for Pricing for CollectionHQ and ESP.

f. Customer Support,

CUSTOMER SUPPORT: Respondent shall affirm that they offer support personnel who shall provide the following products or services:

- Problem resolution, with a guaranteed response time of twenty-four (24) clock hours (Monday through Friday) for all phone calls or correspondence received.
- Contractor shall provide a toll-free number, internet, and technical support for communications problem resolution.

Respondent shall describe their working relationship with Polaris, including interfaces between Polaris acquisitions and the Respondent's system.

Respondent is encouraged to provide Internet access for information on their company's products and services, marketing information, electronic ordering, and ancillary services. Respondent is further encouraged, when providing Internet access, to adopt the current Z39.50 interface protocol standards provided by the National Information Standards Organization (NISO), a division of the American National Standards Institute (ANSI). Respondent shall describe their status as it relates to this standard.

CUSTOMER SUPPORT

CLS Project Management Approach

The formation of Baker & Taylor's Customized Library Services brought with it the development of a project-oriented approach to Ongoing Collection Development, Opening Day Collections, and Ongoing Online Cataloging and Processing. This approach allows 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 customer success manager (project manager), collection development manager, an automation specialist/cataloging/processing manager, and an account coordinator. Team members are responsible for managing their assigned resources to complete the project. In turn, each team member works closely with the project manager to ensure compliance to all requirements.

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

As a current Baker & Taylor CLS customer, the Mesa Public Library has established project team and customer service relationship with Baker & Taylor. Your assigned CLS Project Team is available Monday – Friday, 5am to 3pm MST. Project team members are available via phone and email. Your Customer Success Manager, Melissa Swain, can be reached via email at melissa.swain@baker-taylor.com, or by phone at 706-215-7929. Your Account Coordinator, Gayle Floyd, can be reached via email at gayle.floyd@baker-taylor.com, or by phone at 1-800-775-3800 ext. 2720.

Online Customer Support (OCS) is Baker & Taylor's web-based account management system. Access to the OCS system is available online 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 Title Source 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 work file 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.

g. Edifact Standard for Ordering and Invoicing,

EDIFACT STANDARD: Respondent shall affirm that they use current Edifact standards for the following:

- electronically accept orders,
- confirm orders within twenty-four (24) hours,
- provide electronic invoices.

The Contractor selected shall support Electronic Data Interchange (EDI) utilizing Polaris.

Authorized Library personnel will place orders. All orders (manual, facsimile, electronic) shall reference the delivery order number provided by the City.

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. Electronically includes through the library's Polaris acquisition system as well as our Title Source 360™ 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 Title Source. 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.

h. Invoice Requirements,

INVOICING REQUIREMENTS: Respondent shall affirm the ability to follow the invoicing requirements for all services and products sold to the Library. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

Invoices shall be in duplicate and shall list titles of materials invoiced in alphabetical order by the title. Invoices shall include for each item the author, list price, discount, unit cost, and total cost; and should be arranged in that sequence. Paper invoices shall be provided and should accompany shipment(s). If electronic invoices are supplied, a paper invoice in duplicate should accompany the shipment.

Respondent shall provide a sample invoice as part of this proposal.

All invoices shall include at a minimum:

- "Bill To" name and address
- "Ship To" name and address
- Delivery order number
- Title and Author (when an author is applicable)
- ISBN
- Binding (Hardcover, Paperback, Library Binding, etc.) or format
- Number of copies
- List price of item
- Discount (percentage) applied to item
- Discount cost of item
- Net total cost for all copies of item (after discount)

Packing lists shall accompany each shipment and indicate invoice number and delivery order numbers. In the event, a packing list should be missing from the shipment; Respondent will provide a duplicate upon request. Each invoice requires its own packing list.

Original invoices shall follow the billing instructions contained in the account set-up. The Library will establish the account set-up in collaboration with the Contractor.

Invoices may include multiple delivery order numbers but shall be applicable to only one account number.

In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged in error by the Library.

Contractor shall provide invoice-generating flexibility in order to meet the Library's needs. All charges for related services (i.e., binding, processing, rush delivery, etc.) shall be placed on the same invoice with, at minimum, separate subtotals for each service.

INVOICING REQUIREMENTS

Book and Spoken Word Audio

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 8 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.

i. Shipping Requirements,

SHIPPING REQUIREMENTS: Respondent shall affirm they can meet the stated shipping requirements below. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- All orders shall be shipped by UPS, USPS, or Federal Express unless otherwise authorized.
- All shipments for accuracy and completeness before leaving Contractors' dock.

- Contractor shall maintain a ninety-eight percent (98%) rate for accuracy (e.g., items shipped represent the order received) and completeness (e.g., all items appearing on the packing list are shipped) throughout the term of the contract. (The Library will perform monitoring of this process as part of an ongoing contract administration process. Failure to provide this percentage may result in contract default.)
- All multiple carton shipments should have cartons clearly labeled so the Library can discern a total shipment. The number of packages in a single shipment should be marked on the outside of each carton. Delivery order and/or account numbers, where required by the Library, shall appear on the outside of each carton delivered.
- Items shall be packaged separately according to account number and invoice. Multiple delivery order numbers may be combined in one package if the items included are all for the same account number.
- A copy of the packing list shall accompany the shipment to the Library. Packing lists shall include:
 - Quantities
 - Titles
 - Delivery Order number
 - ISBNs, when appropriate
 - Bill To and Ship To information
 - Reference to the corresponding invoice number
- The carton containing the packing list shall be clearly labeled "Packing list included" or similar wording.
- The Library shall not assume responsibility for losses or damage in transit. This shall fall on the Contractor. (The Library will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.)
- No shipping charges shall be allowed. This fact should be taken into consideration when stating pricing. (The only exception(s) where shipping charges may be allowed is for rush shipments or other exceptions agreed upon with the Library.)

SHIPPING REQUIREMENTS

Baker & Taylor will comply with the shipping requirements as outlined.

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 may apply.

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed returns policy, Appendix 5, for further details on credits and returns.

Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery. Please note that should the library decide at any time to have orders sent directly to branches, an additional per unit charge may be applied. The Library will also be responsible for expedited shipping charges for any rush orders that are requested by the Library.

j. Delivery Requirements,

DELIVERY REQUIREMENTS: Respondent shall affirm they can meet the stated delivery requirements. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Delivery shall be made in accordance with instructions given by the Library with account set-up. If there is a discrepancy between the account set-up and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Library.
- Shipments shall be delivered INSIDE the library building. Contractor shall ensure this notation is communicated to the shipping carrier.
- Contractor shall specify the ability to meet delivery timeframes, inside delivery service and RUSH delivery and delivery days after release.

DELIVERY REQUIREMENTS

Baker & Taylor will comply with the delivery requirements as outlined.

Please see our response to Item 3 below, Fulfillment Rate, for further information on delivery timeframes.

- k. Returns,**
- l. Refunds,**
- m. Credit Memos,**

RETURNS, REFUNDS, AND CREDIT MEMOS: Respondent shall affirm they can meet the stated requirements below. If Respondent, cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Return for credit or replacement of defective materials, those damaged in transit, and items different from those ordered shall be permitted.
- Contractor agrees to pay transportation charges on the return of imperfect materials or titles not ordered.
- Items received in damaged condition shall be returned to the Contractor for replacement or credit at no expense to the Library. The Library prefers replacement to credit.
- Refund checks and credit memorandum shall be executed based on the policies of the City of Mesa.

Respondent shall provide the Library with a copy of their return policy, credit memo procedures, and other relevant documentation as part of this proposal.

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 5, for further details on credits and returns, and a sample Return Authorization Form. To make a return, simply contact your Account Coordinator, Gayle Floyd, 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.

n. Multiple Accounts.

MULTIPLE ACCOUNTS: Respondent shall affirm that they can provide for use of multiple accounts that will designate different services (i.e. Rush, Processing, No processing, etc.).

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. Respondent shall describe their understanding and method of approach to meeting the Essential Services as described in the scope of work, including:

a. Ability to check order status and print invoices online,

ABILITY TO CHECK ORDER STATUS AND PRINT INVOICES ONLINE: Respondent shall describe what, if any, capability they have to allow the library to check order statuses and invoices online, as well as whether these can be downloaded and printed.

Online Customer Support (OCS) is Baker & Taylor's web-based account management system. Access to the OCS system is available online 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.

b. Ability to check order history online,

ABILITY TO CHECK ORDER HISTORY ONLINE: Respondent shall describe the capability of checking order history online.

In addition to the capabilities mentioned above in OCS, Title Source also offers additional access to order history information and details:

Titles in carts are instantly duplicate checked by ISBN across currently held and previously ordered carts or within a workgroup, and across multiple USER IDs.



C – Indicates the ISBN/title is present in another cart, typically an Open cart in progress

S – Indicates the ISBN/title is part of a profiled series that the library has on an existing autoship plan and/or title notification plan

O – Indicates the ISBN/title is present in a cart that has been ordered previously (additional graphics for the “O” icon have been provided).

Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons “O” at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED, INVOICE #, ATS #) at that time.

c. Reports,

STATUS REPORTS: Respondent shall affirm they can meet the stated requirements below. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Contractor shall advise the Library, in writing, of any product not in stock, and/or product(s) that are out of print and/or products(s) that have ceased publication or are no longer available as a continuation.
- Contractor shall specify the normal timeframe in which the notification occurs. This information may be included on the packing list or the invoice.
- Contractor shall provide a current list of definitions of all status codes. Contractor shall provide a sample report as part of this proposal that includes definitions for all status codes (i.e., “Out of Print” (OP), “Out of Stock Indefinitely” (OSI), “Back Order” (BO), “Not Yet Published” (NYP), “Apply Direct” (AD)). Respondent shall describe any available real-time reports accessible through the title database.

REPORTS

Baker & Taylor can comply with the reporting requirements as outlined.

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 9. 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. Cancelled items are also listed. A summary of expenditures by account can also be provided. A current list of status codes is included in Appendix 9.

Please see item E below, regarding Standing Orders, for information about our Continuations Reports.

d. Collection Management Tool(s),

COLLECTION MANAGEMENT TOOL(S): Respondent shall describe any tools they offer for collection management. The Library is particularly interested in weeding tools, Dead on Arrival Tools, and Budget planning tools. Respondent shall also provide a quote to use any collection management tool.

COLLECTION MANAGEMENT TOOL(S)

collectionHQ

collectionHQ is the world’s leading evidence-based collection performance improvement solution. Based on the proven Evidence Based Stock Management (EBSM) methodology, collectionHQ’s

powerful toolset analyzes library circulation data to produce actionable insight that helps librarians to develop and manage their collections more efficiently.

Evidence Based Stock Management (EBSM) is a complete library collection performance improvement methodology which compares historical and current information about collection use with local target settings to assist librarians in making collection management more effective, more patron-focused, less wasteful, and more measured and performance based. The power of the methodology comes from the provision of an EBSM Toolset that helps to drive performance towards targets.

EBSM is being used by libraries across the globe and is only available through collectionHQ.

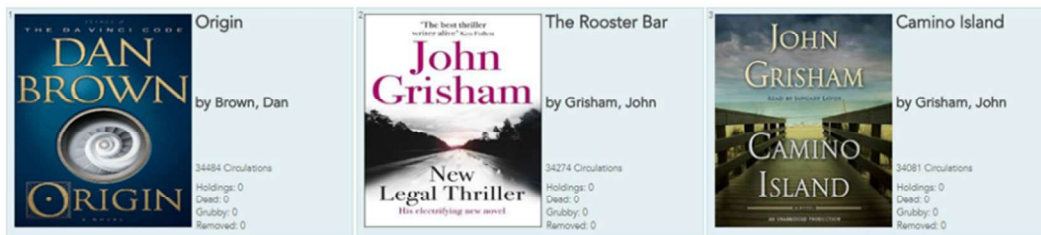
Save time

From collection maintenance to collection development, collectionHQ enables librarians to perform tasks that used to take weeks or months in a matter of minutes, freeing up staff's time to spend on other important activities that add value to the patron experience.

Make collection budget go further

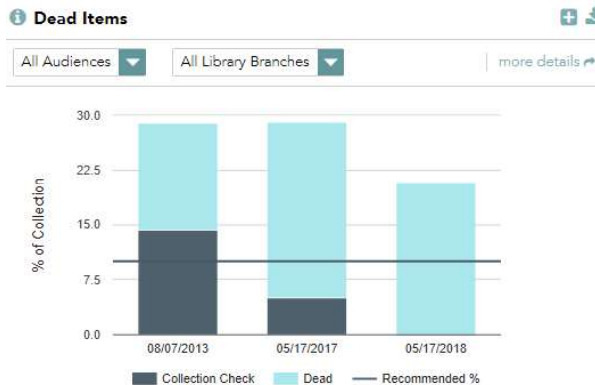
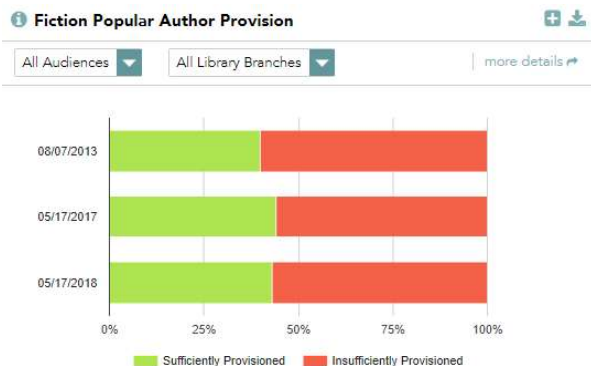
collectionHQ provides an evidence-based account of collection usage to help redistribute dead items to locations of higher demand, and to support better selection decisions. From branch to format and subject to genre, selection staff can analyze an item's performance to create detailed spending plans that will inform subsequent purchases.

collectionHQ's unique and powerful 'Discovery' tool reveals top circulating titles at libraries on a local, regional, and national level. Staff may then compare items against the library's own holdings to identify specific, high performing titles that are not in the collection.



Improve Performance

Regular use of collectionHQ's comprehensive toolset is proven to increase turnover and circulation of library collections. Librarians can monitor performance with the collectionHQ Dashboard which offers a customizable view of charts and graphs that helps to identify trends and areas for improvement.



ESP – Evidence-Based Selection Planning

Evidence-Based Selection Planning - ESP 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 help libraries to select the right titles and quantities, for the right locations.

Which titles?

ESP's powerful ranking tool harnesses the same Machine Learning methods that drive Apple's Siri, Google's Assistant, and the recommendation engines at Netflix and Amazon to predict how current and forthcoming titles will perform in the future. Predictions are drawn by analyzing key data points about each title such as the author's past performance, the BISAC Subject performance, how the author has performed in this BISAC Subject Group, reviews on the title, demand, and many more.

Kiss the girls
by Patterson, James
BISAC: FICTION / Thrillers

Adult Fic: 10.0 BISAC: 10.0

> SIMILAR PERFORMING TITLES

∨ EXAMPLES OF OTHER ESP SCORES

Examples across the ESP score range of Adult Fiction titles



1


5


10

Examples across the ESP score range of FICTION / Thrillers titles


1


5


10

> ESP INFORMATION

Kiss the girls
by Patterson, James
BISAC: FICTION / Thrillers

Adult Fic: 10.0 BISAC: 10.0

▼ SIMILAR PERFORMING TITLES

Examples of titles that performed like an Adult Fiction

10

Examples of titles that performed like a FICTION / Thrillers

10

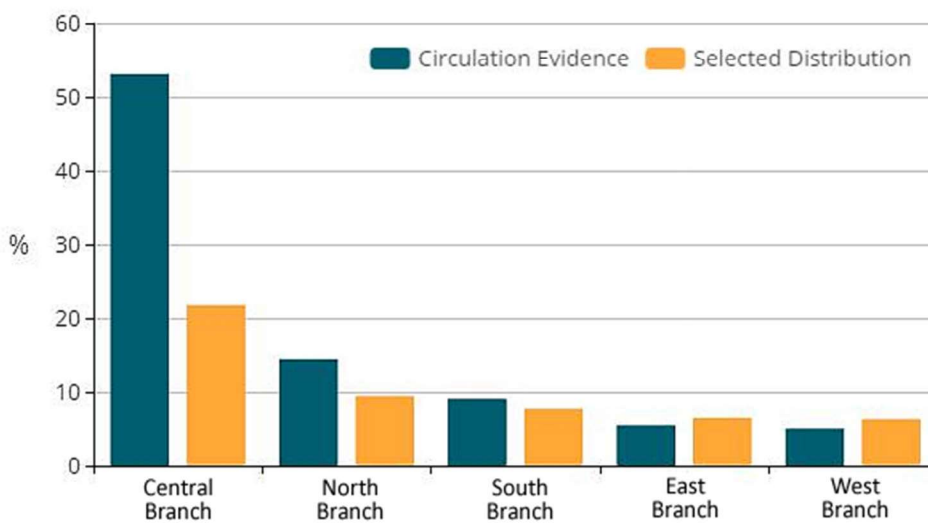
> EXAMPLES OF OTHER ESP SCORES

> ESP INFORMATION

How many copies? To which branches?

Based on predictions from the ranking process and local circulation evidence, ESP's Distribution component recommends how many of each title to buy and how to share those titles across library branches. ESP understands that every community is different and so empowers you to create unique distribution goals, such as minimum and maximum quantities, to meet the needs of each branch.

	TOTAL TITLES	TOTAL COPIES	BRANCHES	LIST PRICE	EST. NET PRICE	BRANCH DISTRIBUTION
Total	23	252	13	\$6,471.02	\$6,471.02	
- Book	14	165	13	\$3,671.21	\$3,671.21	
Kiss the girls	10.0	50	13	\$499.50	\$499.50	
Texas Ranger	10.0	50	13	\$1,400.00	\$1,400.00	
The Pharaoh Key	7.0	30	13	\$840.00	\$840.00	



collectionHQ and ESP – The Proven Solution

Break the Cycle

A recent study found that on average 16% of physical items in collections at public libraries in the U.S.A. have circulated just once, or not at all.

ESP with collectionHQ helps to break this cycle:

- Use ESP to help select the right pre-published titles, in the right categories then distribute to the right locations to satisfy patron demand and boost circulation.
- Apply collectionHQ's Discovery tool to identify popular items that your library doesn't own or to evaluate backlist titles and how they work in other libraries.
- Monitor performance and make continuous collection improvements with collectionHQ's Dashboard.

Please see Attachment A for Pricing for CollectionHQ and ESP.

e. Training, Annotated Lists and Catalogs.

TRAINING: Respondent shall affirm they can meet the stated training requirements. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Contractor shall provide a minimum of eight (8) hours of training on the title database system once operational, at no charge to the Library.
- Contractor shall provide a minimum of eight (8) hours of training after new major releases or upgrades to the title database system at no charge to the Library.
- Contractor shall provide training at least twice a year for new staff, advanced searching techniques, etc. at no charge to the Library.
- Contractor shall describe what various training opportunities on their online title database system are provided to the Library at no charge (i.e., on-site training, web-based training, handouts, etc.)

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.

ANNOTATED LIST / PUBLICATIONS CATALOG: Contractor shall provide at no charge an annotated list and/or catalog of:

- Popular trade titles, based on trade pre-publication publicity (i.e., best sellers), information, at least two months prior to publication
- Available continuation titles, quarterly, in subject category order that reflects selected titles suitable for public libraries
- Upcoming and available DVD by title or subject, at least quarterly
- Upcoming and available Spoken Word, at least quarterly. The list shall include author, title, narrator, ISBN, format, and price. The publisher of the titles shall be evident.

Contractor shall accept orders for these titles and be able to supply them to the Library as high-priority items when available. Contractor shall specify the approximate days after the publication release date that the Library can expect delivery. Sample of list(s) and/or catalog(s) shall be submitted with Respondent's proposal. Lists may be in print and/or online. The Respondent shall provide the URL and a free thirty (30) day trial of the site during the proposal review process.

ANNOTATED LIST / PUBLICATIONS CATALOG

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. In addition, Baker & Taylor has the ability to provide the contents of any individual catalog as a Title Source cart or 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. You may view examples of these publications on our corporate website (www.baker-taylor.com) or on Title Source (login using your current credentials) and you can find these under the "Browse" menu as "B&T Publications."

At Home

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.

CATS Series - Automatically Yours

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.

Forecast

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

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

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

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.

Scope

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

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

STEAM Ahead

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

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

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

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.

STANDING ORDERS: Respondent shall identify, define, and provide a short description of the standing order service(s) offered. The Respondent shall provide a schedule of discounts for the standing order service(s) offered. For this RFP, the Library requests the Respondent to provide titles generally found in medium to large public libraries. Other, more specialized standing order titles will be included in another RFP.

STANDING ORDERS

B&T offers several automatic shipment programs designed to assist with the expedited order and delivery of anticipated bestseller titles.

Automatically Yours

Baker & Taylor's Automatically Yours 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 8 different programs to choose from:

Popular Adult Fiction Authors – featuring over 1,000 fiction authors

CATS Authors & Illustrators – featuring over 600 of the most popular children and young adult authors, both fiction and non-fiction.

CATS Awards – featuring more than 80 professionally selected national and international children's and teens awards

Spoken Word Audio

Large Print Popular Adult Fiction Authors

Book Club Plans - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' needs:

“Today” Show Book Club

Reading with Ripa Book Club

“Good Morning America” Book Club

“Oprah’s” Book Club

(although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles)

Inspirational Authors – Offers over 250 authors to choose

Graphic Novels - Available for Adult and Teen titles. Choose from 500 series.

CATS Series (Children's and Teens) (popular series automatic shipment)

This service provides the newest and most popular continuing series for 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.

Additionally, we provide confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status.

Leasing Programs (subscription services)

Book Leasing

Baker & Taylor's Leasing Programs are a great way to increase your library's number of popular, best-sellers temporarily, to cover high patron demand, with the ability to return them when that patron demand has subsided.

Our Lease programs provide Libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, titles. The programs are simple and are focused on the titles that truly satisfy patron demand.

Pricing is dependent upon the plan size selected. Please contact your Sales Consultant for details.

Paperback Purchase Plans – PARADE Programs (subscription service)

Baker & Taylor's Parade programs provide standing order service plans for popular paperback books, board books, audiobooks, and prebinds. Each plan offers a predetermined number of professionally selected titles, at one set annual price.

Only The Best Of Available Titles Are Chosen

Thousands of new titles are reviewed each month by our collection development and buying professionals. Selections are made based upon understanding of the readership in each plan, always opting for the titles that would most appeal to that particular group. On schedule, the titles are automatically delivered to your library in monthly shipments.

Pricing is dependent upon the plans selected.

Continuation Services & Standing Order Programs

Since 1958, Baker & Taylor has serviced 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. Our seasoned buying department promptly places orders with series publishers 3-6 months prior to publication date to ensure that our customers automatically receive standing order titles in a timely manner.

Discounts for traditional standing order services (continuations) are provided in Appendix 2.

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
- 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)
- Free Account Transfer Service
- Publisher flyer mailings announcing "new & noteworthy" Series

Baker & Taylor Continuation Services Support Center

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@baker-taylor.com.

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 Lasser's Income Tax Guide, Guinness World Records, Writer's Market, Rand McNally Road Atlas, Kovel's Antiques and Collectibles Price Guide, Physicians' Desk Reference, 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 will establish it for you.

Continuation services series/title support is available online, via Title Source 360.

The benefits of this system include:

- View/modify your CS profile online. 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.
- Online 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.

Reports

A variety of reports can be prepared based upon specific customer needs in both electronic and print formats. Master profile reports, backorder status reports, shipping & invoice histories are available in Excel and Word formats. Upon request, Continuation Services can customize and sort the data contained in these reports based on frequency, price, subject or other individual customer requirements.

3. **Respondent shall describe their understanding and method of approach to meeting the Fulfillment Rate and Related Factors as described in the scope of work, including:**
 - a. **Number of Days Between Receipt of Order & Shipments,**
 - b. **Number of Days Between Publication Date and Shipment,**
 - c. **Warehouse Locations.**

FULFILLMENT RATE: Respondent shall specify the number of days between the receipt of an order for a published title and its shipment.

Respondent shall specify the number of days between the date of publication for a standing order and its shipment – if applicable.

- Ninety percent (90%) of all on-hand (in stock) items, with no processing requirements, shall arrive at the Library within seven (7) working days from original order receipt date.
- Ninety percent (90%) of all on-hand (in stock) items ordered, with processing and cataloging, shall arrive at the Library within fifteen (15) working days from original order receipt date.
- On-hand (in stock) priority items shall be mailed or shipped by the Respondent so they arrive at the Library processed, if applicable, within five (5) working days from order receipt date. Respondent shall indicate as part of this proposal the method of mailing or shipping which will be used for priority items.

Items back ordered by the Respondent from their supplier shall arrive at the Library processed, if applicable, within fifteen (15) working days after receipt by Respondent.

The Respondent shall specify where warehouses are located and which would be used to supply this account.

FULFILLMENT RATE

For in-stock items that are ordered product only (no cataloging and processing) or mylar jacket only, the majority of your orders will be shipped within 1-3 business days of receipt of order. For in-stock items that are ordered with TechXpress processing, the majority of your orders will be shipped within 5-10 day of receipt of order. Priority orders will be shipped as requested. Rush materials should not exceed 20% of the library's purchases.

CLS Orders

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.

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 Momence warehouse to the Mesa Public Library is 3-4 business days.

Baker & Taylor has distribution centers in Momence, IL and Commerce, GA and your accounts are serviced from our Momence, IL warehouse.

- 4. Respondent shall provide as references the names of three (3) public libraries for which Respondent has supplied services of similar quality and quantities in the last three (3) years, including any references for efficiency.**

Reference 1

Name of Entity: Buckeye Public Library

Contact Name: Chris Larson

Contact Phone Number: 623-349-6321

Contact Email: clarson@buckeyeaz.gov

Address: 310 N. 6th Street, Buckeye, Arizona 85326

Type of Services Provided: Full CLS Services for the entire collection. All collections are outsourced with CLS. Ongoing Project Management. Ongoing Collection Management Services.

Dates of Service: Customized Library Services customer since 2014.

Reference 2

Name of Entity: Scottsdale Public Library

Contact Name: Rebekka Jones

Contact Phone Number: 480-312-2691

Contact Email: rejones@scottsdaleaz.gov

Address: 3839 N. Drinkwater Blvd., Scottsdale, AZ 85251

Type of Services Provided: Full CLS Services for the entire collection. All collections are outsourced with CLS. Ongoing Project Management. Ongoing Collection Management Services.

Dates of Service: Customized Library Services customer since 1996.

Reference 3

Name of Entity: Tempe Public Library

Contact Name: McKay Wellikson

Contact Phone Number: 480-350-5237

Contact Email: mckay_wellikson@tempe.gov

Address: 3500 S Rural Road, Suite 203, Tempe, AZ 85282

Type of Services Provided: Full CLS Services for the entire collection. All collections are outsourced with CLS. Ongoing Project Management, Ongoing Collection Management Services.

Dates of Service: Customized Library Services customer since 2013.

EXHIBIT B PRICING

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish **Library Books, Spoken Word, DVDs & Digital Media** to the City of Mesa at the price(s) stated below.

Category Description	Percent Discount
Standing Order Plans	0-46.0%
Non-Standing Order Titles (different types of materials like hard back and paperback discounts)	0-46.0%
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. Please see Appendix 5 for our Returns Policy.
Shipping Costs	None (However, Library is responsible for expedited shipping charges when rush shipments are requested by the library.)

Item	Cataloging Pricing	Media	Cost Per Title	Cost Per Item	Notes/Exceptions
Please clarify in the Notes/Exceptions column if cataloging charges are per title or per item. MARC Records must be downloadable into current & subsequent Innovative Polaris releases. See Attachment D for Cataloging and Processing Specs.					
1	Basic Copy Cataloging				
1.1	Full MARC Record	Book		\$ 4.35	* See Shelf Ready Pricing Note below.
1.2	Full MARC Record	Audiobook		\$ 9.85	* See Shelf Ready Pricing Note below.
1.3	Full MARC Record	DVD		\$ 6.85	* See Shelf Ready Pricing Note below.
2	Custom Cataloging:				
2.1	Full MARC Record	Book		\$ 4.35	* See Shelf Ready Pricing Note below.
2.2	Full MARC Record	Audiobook		\$ 9.85	* See Shelf Ready Pricing Note below.
2.3	Full MARC Record	DVD		\$ 6.85	* See Shelf Ready Pricing Note below.
3	Original Cataloging:				
3.1	Full MARC Record	Book	\$ 10.00	N/A	Original cataloging fee is only charged once per title. This is not a per unit charge. Original cataloging will be free if the Library becomes a subscriber to BTCat.
3.2	Full MARC Record	Audiobook	\$ 10.00	N/A	
3.3	Full MARC Record	DVD	\$ 10.00	N/A	
4	Other Cataloging:				
4.1	MARC record item tag field for added copies			*	*See Shelf Ready Pricing Note below.
4.2	Other (please specify):				

Item	Processing Pricing	Cost Per Item	Notes / Exceptions
5	Mylar jackets on hardcover books	\$.89 (loose), \$.99 (glued), or \$1.19 (taped)	
6	Laminated covering of paperbacks	\$2.05 (7 mil) or \$2.15 (10 mil)	Poly Laminate (7 mil) Covers are \$2.05/unit. Plastic Laminate (10 mil) Covers are \$2.15/unit.
7	3M/Biblioteka security overlays on single sided DVD/CD	\$ 2.00	Overlay RFID for one disc for media (supplied, applied & linked)
8	RFID tag	\$ 0.89	B&T Universal RFID (supplied, applied & linked)

9	Applied barcode including hub sticker(s) for media	\$ 0.30	B&T Barcode Label for books or Barcode/Hub Label for one disc for media
10	Property stamp/sticker on the top of the book	\$ 0.30	Property Label
11	Applied spine labels	\$ 0.30	
12	Cover spine label with label protector	\$ 0.15	\$.15/unit flat fee per unit, regardless of binding type or number of label protectors needed for all exposed labels
13	Replacement of original media case	N/A	Available as part of our Digital Media Processing packages.
14	Digitized media processing for music CD, audiobook, DVD and Blu-ray	9.85 SWA or 6.85 AV	AV includes CD/DVD/Blu-ray
15	Non-digital media processing for music CD, audiobook, DVD and Blu-ray	No Bid	Non-digital processing is not available

Item	Shelf Ready Pricing (see Attachment D for Processing and Cataloging Specs)	Cost Per Item	Notes / Exceptions
16	Adult/Teen Fiction	\$ 4.35	* The shelf ready pricing outlined herein and on Baker & Taylor's Appendix 1 is for CLS shelf-ready services and is a blended unit price based on the volume of material to be ordered, the processing components requested, and the complexities of the Library's cataloging requirements. Our unit price is inclusive of the services requested by the library including, but not limited to cataloging, processing and project management. The per unit price does not include laminate covers for paperbacks or Original Cataloging.
17	Adult/Teen Non-Fiction	\$ 4.35	* See Shelf Ready Pricing Note above.
18	Juvenile Fiction	\$ 4.35	* See Shelf Ready Pricing Note above.
19	Juvenile Non-Fiction	\$ 4.35	* See Shelf Ready Pricing Note above.
20	Juvenile Graphic Novel	\$ 4.35	* See Shelf Ready Pricing Note above.
21	Adult/Teen Graphic Novel	\$ 4.35	* See Shelf Ready Pricing Note above.
22	DVD / Blu-Ray	\$ 6.85	* See Shelf Ready Pricing Note above.
23	Audiobook	\$ 9.85	* See Shelf Ready Pricing Note above.

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 not listed below along with pricing should be noted on a separate attachment to the Offeror's submittal document.

Item	Material Type	Percent Discount	Notes
24	General hardcover books	46.0	Categories I and II (See Baker & Taylor's Appendices 2 & 3 for our complete Discount Schedule and Baker & Taylor's Category Definitions.)
25	Trade paperbacks	40.0	Categories III and IV
26	Mass market paperbacks	40.0	Category V
27	Large Print	0-46.0	May fall under any Category
28	Continuations or Standing Order Titles	0-46.0	May fall under any Category
29	Spoken Word, Unabridged	45.0	Category XII
30	Teen, hardcover	46.0	Category II
31	Teen, Publishers Library Binding	21.0	Category VII
32	Teen, paperback	40.0	Category IV
33	Children's books, hardcover	46.0	Category II
34	Children's books (Publishers Library Binding)	21.0	Category VII
35	Children's books, paperback	40.0	Category IV

36	Graphic Novels	0-46.0	Many are Category III & IV but may fall under other categories
37	Small Press	0-5.0	Category IX
38	Academic or University Press	0-10.0	Categories VIII & IX
39	Technical and Reference	0-5.0	Category IX
40	Music CDs	20.0	
41	DVDs	30.5	
42	Blu-rays	30.5	
43	Spanish Language	0-46.0	May fall under any Category
44	Other non-English language	0-46.0	May fall under any Category
45	Other:		
46	Other:		
47	Other:		
48	Other:		
49	Other:		

List publishers for which you are unable to provide a discount: Please see Appendix 10 for a current listing.

List publishers for which you are the sole source: Paw Prints and Paw Prints Publishing titles are exclusively available through Baker & Taylor.

Please describe any digital subscriptions or platforms you offer along with a description and cost of each product. Examples include but are not limited to: digital newspapers, collection analysis, cataloging tools, etc.

Item	Digital Subscription or Platform	Cost Per Year	Description
50	Axis 360 Digital Media Circulation Platform	\$ 5,000.00	Yearly platform fees. Platform fees will be waived with \$50,000+ in annual content purchases.
51	BTCat Cataloging Utility	\$ 18,900.00	Includes access to the cataloging utility, the records database and the community of records portal.
52	CollectionHQ Includes for one year: •cHQ Lite (List price: \$17,700, plus \$2,500 implementation fee) oLibrary agrees to provide data and input on development •ESP Basic (List price: \$7,375, includes ongoing Collection Development Carts) •TS 360 DEI Cart Analysis	\$ 20,060.00	At renewal time, if the library commits to a 3-year agreement, the total cost for cHQ Lite, and all of the above will be \$20,060/year.
53	Title Source 360	Free	This configuration includes an Administrative ID, 12 user ids, grids, Marc profiler, and full text review journals, including Booklist.
54			
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60			

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 2.00% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name __ Baker & Taylor, LLC

Date: __ 11/15/2022

RFP # 2023056

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/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 compliance 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 collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute 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. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. 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 understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.
- 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.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
- g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within 5 business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

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, then 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, whether or not related to the Agreement, 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 body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and 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 documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying 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 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.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. 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 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 of the Agreement 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;
 - iv. Fails to carry out any term, promise, or condition of the Agreement; or
 - v. 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 will 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, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the 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. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
 - 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 demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.
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 or materials 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 in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the

City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include 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, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
 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 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 for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement 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 harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.
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 services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, 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 in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) 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.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of 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 person 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 risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement 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 or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
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 warranty in section 34, Contractor will without limitation and 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 applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
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 sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. 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, facsimile or email, 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 herein.
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 A.R.S §§ 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 this 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 if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.