



TO: Mayor and Councilmembers

FROM: Jaime A. Valdez, Neighborhood Services Director

CONTACT: Allison Gray, Library Director
Shanna Dawson, Management Analyst

SUBJECT: Award of Five-Year Contract for the Provision of Processed Audiovisual Materials, Cataloging and Processing Services to the Goleta, Solvang and Buellton Valley Libraries

RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement between the City of Goleta and Midwest Tape for Audio and Visual Materials Processing Services, for a total not to exceed amount of \$225,500 at \$45,100 per year, with a termination date of June 30, 2027.

BACKGROUND:

The Goleta Valley Library orders audio and visual materials for its patrons through companies that provide a database, ordering, processing, and delivery services. These services are considered professional services because the library coordinates with the vendors to develop specifications that get affixed to the materials that patrons check out. The Goleta Valley Library has historically used the company Midwest Tape for the purchase of audio and visual materials.

DISCUSSION:

The City typically issues a Request for Proposals (RFP) to advertise for professional services that meet the City's various service and support needs, as directed by Chapter 3.05 of the Goleta Municipal Code (Purchasing System). An RFP for the provision of audio/visual materials for the Goleta and Santa Ynez Valley Libraries was released on June 13, 2022. Responses were due on July 15, 2022. Only one company responded – Midwest Tape. This is likely due to the relatively small budget for audiovisual materials each year.

Midwest Tape is very similarly matched to its competitors in pricing. Furthermore, the company Midwest Tape is used by all but one library system within the Black Gold Cooperative Library System and thus appears to be the "industry standard" in this region. Because Black Gold libraries are currently learning the difficult and convoluted Koha

Integrated Library System for use in acquisitions, it would be best if we were all using the same audio/visual vendor so acquisitions troubleshooting could occur across the board. Additionally, the correct setting up of physical processing standards for audio/visual materials to make them shelf-ready for circulation can be time-consuming with a new vendor. For these reasons, staff recommends that the City enter into a five-year contract with Midwest Tape (Attachment 1). The total annual "not to exceed" amount recommended for the Midwest Tape contract is \$225,500 at \$45,100 per year for the cost of purchasing and processing of audio/visual materials.

FISCAL IMPACTS

The total cost of this agreement is \$225,500 at \$45,100 per year and will be supported in the first year by the FY 2022-2023 Goleta Library's materials budget of \$184,000. Material costs will be paid for out of one fund: \$45,100 from 223-20-2100-51035 (Library Development Impact Fee) revenues. A total of \$45,100 will be spent on audio/visual content, which consists of: DVDs, Blu-Rays, Books on CD, and Music CDs. This dollar amount also includes the cost of processing the materials to be shelf ready. For Fiscal Years 23/24, 24/25, 25/26, and 26/27, the contract will be contingent upon budget being approved by City Council.

ALTERNATIVES:

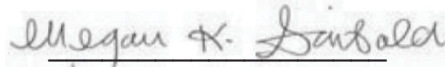
Staff could send out another RFP but would likely not receive additional responses. Due to the implementation of Koha, Goleta Valley Library patrons have not had direct access to any new materials since April 1, 2022.


Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Megan Garibaldi
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Services Agreement with Midwest Tape

Attachment 1

Professional Services Agreement with Midwest Tape

Project Name: Library Materials Database and Processing Services (Audio/Visual)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
MIDWEST TAPE, LLC**

This AGREEMENT FOR PROFESSIONAL (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MIDWEST TAPE, LLC** (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional audio and visual material services for the Goleta Valley Library, Library Materials Database and Processing Services (Audio/Visual); and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.
4. The City Council, on this _____ day of _____, 20____, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional audio visual and database and processing services in conjunction with the Goleta Valley Library. Services shall generally include the provision of an audio and visual materials database,

and development and processing of audio/visual specifications for shelving at the Goleta Valley Library services as more particularly set forth in the Scope of Services and Cost Proposal Schedule, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$225,500 at \$45,100 per year (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Scope of Services and Cost Proposal Schedule marked Exhibit "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit A, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Allison Gray shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2027, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

7. CONSULTANT SHALL NOT COMMENCE WORK ON THE SERVICES TO BE PERFORMED UNTIL (I) CONSULTANT FURNISHES PROOF OF INSURANCE AS REQUIRED BY SECTION 10 BELOW, AND (II) CITY GIVES WRITTEN AUTHORIZATION TO PROCEED WITH THE WORK PROVIDED BY CITY'S PROJECT MANAGER. ALL SERVICES SHALL BE COMPLETED ON AN ONGOING BASIS IN ACCORDANCE WITH THE GOLETA VALLEY LIBRARY'S NEEDS. . OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Sarah Fischer, Account Executive, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third-Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes,

unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such

records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Sara Fischer, Account Executive
147 Timberwolf Drive
Holland, OH 43528

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Sara Fischer, Account Executive

ATTEST

Deborah Lopez, City Clerk

Ann Ford, Director of Sales

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

EXHIBIT A

Scope of Services and Cost Proposal Schedule

Exhibit A
Scope of Services and Cost Proposal Schedule

Provision A - Part 1- (Vendor Services)

Vendor will provide the following services and agrees to the following terms:

1. Provide multiple accounts based on service specifications to be determined by the Library.
2. Provide same terms to be applied to all accounts.
3. Vendor ability to accept electronically transmitted orders.
4. Apply full discount to all titles for which the publisher provides a full discount to the vendor. (specify discount rates for different material types, as well as discounts for multiple copies of the same title)
5. Distribution center located in the western region of the United States or 2-day air delivery.
6. Shipment from one or more secondary distribution centers with same terms applied (land delivery is acceptable).
7. Ability to place orders and receive invoices electronically utilizing EDIFACT standard.
8. 10 days fulfillment time from date of order to shipment for books in inventory, including those with processing as described in Provision B, C & D.
9. Ship complete orders per Library instruction, partial shipments accepted.
10. Confirmation of status report available immediately upon electronic transmission of order.
11. Provide email notification of publication changes (title, publication date, publisher, etc.).
12. Separation of invoices corresponding to single accounts (will not mix accounts on an invoice).
13. Provide one original invoice and a packing list with shipment. Electronic invoices available upon request.
14. Ability for Library to determine cancellation cycle with guaranteed return for credit of titles shipped after cancellation.
15. Project Manager assigned to library account to oversee all aspects of customer care.
16. Toll free phone number and email for customer service including: invoice/billing inquiries, special orders/problems.
17. Local sales representative assigned to Library.
18. Acceptance of returns, including but not limited to vendor error and defective material.
19. Vendor pays return shipping on all accepted returns.
20. Added Value Service charges will not be incurred for cancellations or returns.
21. Library Materials are to be delivered to: Goleta Valley Library, 500 N. Fairview Avenue, Goleta CA 93117
22. Shipping containers, including contents, shall not weigh more than 25 pounds.
23. The vendor shall not charge shipping fees that exceed standard USPS or UPS shipping rates.
24. The Library expects to receive items ordered in advance of the publication date at least five (5) working days ahead of the on-sale date when allowed by the publisher.
25. The vendor must describe any standing order plans available, such as automatic purchase or shipment plans, and the costs for such plans.
26. The vendor will preferably be able to provide a 9xx field in each bibliographic record. This field shall be populated with order information, including fund, item price, purchase order number, and order date.
27. A monthly statement of outstanding invoices and credits.

Samples of the following with are included in the attached Exhibits:

- | | |
|------------------|---------------------------|
| a. Invoice | Please see Exhibit 1 |
| b. Packing slip | Please see Exhibit 2 |
| c. Status report | Please see Exhibits 3 & 4 |

PROVISION A - Part 2- (Vendor Services Pricing/Discount Offered)

Offerors are to quote discount(s) from publisher's current list price.

WITH THE EXCEPTION OF THE APPLICABLE CALIFORNIA STATE SALES TAX, PRICE SHALL BE INCLUSIVE OF ALL COSTS INCLUDING FREIGHT/DELIVERY/SHIPPING & HANDLING CHARGES AND PROFIT.

Line #	Description	Price Quote
10	Spoken Word MP3 CD	Please note that Midwest Tape carries Playaways (Audiobooks on portable devices and this discount is applicable to that format only.) List Price Less 20 %
11	Spoken Word on CD	Sold at Retail Price; repackaged into our SoundSafe Case at no charge. List Price Less 0 %
12	Shelf Ready Cataloging and Processing	List Price Less Not discounted %
15	RFID Tags a) Provided by Vendor b) Provided Goleta Valley Library	List Price Less Not discounted % RFID Tags or overlays can be provided and are part of our processing services. Prices for this service (vendor supplies applied and activated) are noted in section Provision D.
16	Bar Codes	Please see Midwest Tape's Section 4 for an outline of processing services offered. Pricing offered in Provision D below List Price Less Not discounted %
17	Library Packaging for all Non-Print Titles (i.e. Spoken Words CDs, MP3 CDs)	List Price Less Not discounted % Please see Midwest Tape's Section 4 for an outline of processing services offered. Pricing offered in Provision D below
18	Original Cataloging	Full Level Records - \$1.20 per title (not per item) List Price Less Not discounted %
19	Additional Items/Charges (if applicable)	949 Item Tags provided at \$0.25 per tag. List Price Less Not discounted %
20	DVD/Blu-Ray DVDs	25% off MSRP
21	Music CDs	25% off MSRP

PROVISION B (Collection Development):

Vendor will provide the following services and agrees to the following terms:

1. Include online collection development software/internet access with sufficient logins (minimum of 8) for library needs at no extra cost.
2. Include customized collection development services at no extra cost.
3. Vendor website that provides electronic real-time web-based interface to its inventory and warehouse availability: including the ability to show quantities of items in stock; on order by warehouse location; pre-pub; out-of-stock; out of print and “apply direct” titles.
4. Full text literary reviews from nationally recognized professional sources (such as Publisher’s Weekly, Library Journal, School Library Journal, and Booklist) and/or citations which cite the magazines in which literary reviews appear.
5. Formal and informal training and support of the online tool, including how it interfaces with Koha, provided at no additional cost.

PROVISION C (Cataloging):

Vendor will provide the following services and agrees to the following terms:

1. Ability to fulfill customized spine label cutting instructions in an electronic order that override standard spine label cutting instructions.
2. Ability to assign Dewey call numbers according to Library specifications/ customizations.
3. Ability to overlay catalog full MARC 21, Level K, records over brief acquisition records in ILS.
4. Interfacing with the Koha ILS system.

Vendor’s cataloging services are more fully described below:

- If an OCLC record does not currently exist on WorldCat, Midwest Tape will provide a scanned image of the product to OCLC on a dedicated site, while at the same time creating a Level K record on WorldCat with our Midwest Tape OCLC Symbol (TEFMT). OCLC will review this information via access to the same site and complete original cataloging on these items.
- All New Release titles will be cataloged no later than four to six weeks prior to street date, ensuring an appropriate time period to have MARC records completed, and product processed and delivered to your library by street date.
- New records will comply with today’s RDA standards. However, back catalog titles may either be AACR2 designed or a hybrid of both.
- Data Entry staff members will continually monitor studios/publisher websites for upcoming releases and/or rereleases of popular materials.
- Data Entry staff (including an MLS Librarian with specialization in audiovisual materials) will create what are called Level K records directly into World Cat (when no current record exists). OCLC then completes the final enhancement of the record including the assignment of a unique OCLC number to each title.
- **Vendor MARC records (FREE):** The records can be downloaded directly from our website at the time of order with specialized 9xx order tag programming available to better assist your library with downloading of information into the Koha ILS program. A sample of these vendor records have been included as Exhibit 5.

- **Full MARC records** (\$1.20 per title): These records are the by-product of the Midwest Tape created Level K record and are completed by OCLC. This most popular level of record is what your library can access through WorldCat, at a fraction of the cost. However, these are not tailored to local cataloging practices. This level of record is by far the most cost and time effective level of record.
- When a title is already owned by the library and only item tags need to be provided for upload into the existing record, Midwest Tape can provide those tags for only \$0.25 per 949 item tag.

PROVISION D (Materials Processing):

Audiobook Physical processing				
Cost	Description	Supplier	Placement	Application Notes
\$2.32	Encoded RFID Tag	Vendor	Attach on inside back of graphics, lower right corner	All materials
\$0.00 (included in our digital processing service)	Property Label GVL – Red Label Solvang – Orange Label Buellton – Tan Label	Vendor	Printed on front cover insert, reading vertically down along spine, ¼" from spine.	All materials
\$0.67	HUB Label with 2 letter branch code and last 4 digits of barcode	Vendor	Attach to center of CD. Use GO, BU, SO codes	
\$0.00	Repackaging	Vendor		Repackage into standard DMP cases
\$0.00 (included in our digital processing service)	Barcode	Vendor	Midway along top cover ¼" from top	All materials
\$0.00 (included in our digital processing service)	Spine Label	Vendor	Spine of graphics flush with the bottom edge	
\$0.00 (included in our digital processing service)	Additional spine labels (Genre, New, etc.)	Vendor	Apply on the outside of case above the spine label/genre.	Only for items that meet spec criteria.

Audiobook spine and call number details

1. Refer to table below for font and size specifications
2. Placed flush with the spine's bottom edge
3. Omit punctuation
4. Spell out numbers and exponents
5. Cutter with author's full last name for fiction, and Dewey Decimal up to 4 numbers after decimal plus author's full last name for non-fiction. Biographies should have full last name for the subject of the biography. Please note that the services below for DVDs are inclusive of all requirements through our VIP digital processing program. VIP digital processing services will be provided for Goleta's DVD, Blu-Ray DVD, Music CD, and Audio Book materials. This patented digital process eliminates the need for labels by scanning the original packaging and digitally embedding all of the library's labels directly into the artwork.

DVD/BluRay Physical processing				
Cost	Description	Supplier	Placement	Application Notes
\$2.47	Encoded RFID Tag with 2 letter branch code (stringray type) GO BU S O	Vendor	Center of disc; for multi discs item, place tag on 1 st disc	All materials
\$0.32	If it is a double sided disc, use the donut HUB with 2 letter branch code and last 4 digits of barcode	Vendor	Center of disc	All materials
\$0.67	Repackaging	Vendor	N/A	Repackage into standard cases for DVD/Blu Ray
\$0.00 (included in our digital processing service)	Barcode	Vendor	Front, middle, top	All materials
\$0.00 (included in our digital processing service)	Spine label	Vendor	Place on spine of DVD/Blu Ray case, bottom, centered	1 x 1 ½ white label
\$0.00 (included in our digital processing service)	Branch label	Vendor	Branch sticker placed vertically down front cover, left side, ¼" from spine	

DVD/Blu Ray spine and call number details

1. Refer to table below for font and size specifications
2. Placed flush with the spine's bottom edge
3. Omit punctuation
4. Spell out numbers and exponents
5. Cutter with author's full last name for fiction, and Dewey Decimal up to 4 numbers after decimal plus author's full last name for non-fiction. Biographies should have full last name for the subject of the biography.

CD Physical processing				
Cost	Description	Supplier	Placement	Application Notes
\$2.47	Encoded RFID Tag with 2 letter branch code (stingray type) GO BU S O	Customer	Center of disc; for multi discs item, place tag on 1st disc	All materials
\$0.32	If it is a double sided disc, use the donut HUB with 2 letter branch code	Vendor	Center of disc	All materials

	and last 4 digits of barcode			
\$0.00	Repackaging	Vendor	N/A	Repackage into soft, see-through, plastic sleeve
CD Digital processing				
\$0.00	Barcode	Vendor	Font, middle, top	All materials
\$0.00	Spine label	Vendor	Front, upper left	Size ¾ x 1
\$0.00	Branch Label	Vendor	Down left side, front cover insert	Size ¾" ½"

Please note that the services above for Music CD's are inclusive of all requirements through our VIP digital processing program. Please see Section 4, page 17 -18 for full details.



P.O. BOX 820 • HOLLAND, OH 43528

PHONE: 1-800-875-2785
FAX: 1-800-444-6645
FEDERAL ID#: 37-1499686

INVOICE

Terms: 30 Days Net

Invoice No.: 501913870
Invoice Date: 04/01/2022
Customer: 2000016689
Delivery: 88599764
Customer PO: GVABKONCD11822
Ship Via: United Parcel Service (UPS)
Page: 1 OF 1

Bill To:
GOLETA VALLEY LIBRARY
PROCESSING ACCOUNT
130 CREMONA DRIVE
GOLETA, CA 93117
USA

Ship To:
GOLETA VALLEY LIBRARY
GOLETA VALLEY LIBRARY
500 NORTH FAIRVIEW AVE
GOLETA, CA 93117
USA

Remit ACH/wire payments to:
Beneficiary Bank: Key Bank
Beneficiary Bank Routing Number:
041001039
Beneficiary Account Name: Midwest Tape
LLC
Beneficiary Account #: 359681423026

Qty	UoM	Format	Delivery	Description	Stock #	OCLC#	Customer Item#	Retail	Price	Extension
1	EA	ADB		YOUNGER WIFE, THE 8D						
				*** Do Not Display Above Item Until: 04/05/2022						
				14231559	1302210735		351049	39.99	39.99	39.99
				ONum 1376433			Fund Adult audiobook			
				Branches: GO:1-1						
1	EA			Processing Charges			Product Sub-total:		39.99	
1				ADBPROCFLAT AUDIOBOOK PROCESSING				2.99	2.99	
				Processing Service Sub-total:					2.99	
				Sales Tax @ 7.75%:					3.33	
				Please pay this amount in USD:					46.31	

PHONE: 1-800-875-2785
FAX: 1-800-444-6645
FEDERAL ID#: 37-1499686

Packing Slip

Exhibit 2

Customer: 2000016689
Ship To: 3000054789
Delivery: 88599764
Date: 06/23/2022
Customer PO: GVABKONCD11822
Ship Via: UPS
Shipment 2485567



Page: 1 of 1

Sold To: GOLETA VALLEY LIBRARY
PROCESSING ACCOUNT
130 CREMONA DRIVE
GOLETA CA 93117
USA

Ship To: GOLETA VALLEY LIBRARY
GOLETA VALLEY LIBRARY
500 NORTH FAIRVIEW AVE
GOLETA CA 93117
USA

Qty	UOM	Format	Description	Stock#	OCLC#	ISBN#	UPC#
1	EA	ADB	YOUNGER WIFE, THE 8D	14231559	1302210735	9781250835659	9781250835659
ONUM: 1376433				Branches: GO:1-1			
				CUST LN ITM# 351049			

1 EA							

25



P.O. Box 820
Holland, Ohio 43528
PHONE: 800-875-2785
FAX: 800-444-6645

Exhibit 3
OPEN ORDERS REPORT
Account: 2000016506 (2000016506) - GOLETA PUBLIC LIB
Date: Mon Apr 01 12:30:47 UTC 2019

OPEN ORDERS REPORT

Page 1 of 1

PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	STREET	ACCOUNT	ORDERED
11892371	11892371	LOST ON YOU	1	10.39	10.39	Music CD	GOMUSICOD382019	ON ORDER	2000016506 (2000016506) - GOLETA PUBLIC LIBRARY	03/08/2019
12306928	12306928	WEEZER (TEAL ALBUM)	1	11.19	11.19	Music CD	GOMUSICCD382019	ON ORDER	2000016506 (2000016506) - GOLETA PUBLIC LIBRARY	03/08/2019
Grand total			2		21.58					

PLEASE NOTE: THIS IS NOT AN INVOICE.
IF A TITLE DOES NOT HAVE A RELEASE DATE, IT IS A BACKORDER,
AND WILL SHIP AS SOON AS IT ARRIVES TO OUR WAREHOUSE.



P.O. Box 820
Holland, Ohio 43528
PHONE: 800-875-2785
FAX: 800-444-6645

Exhibit 4

CANCELLATION NOTICE

Customer: GOLETA PUBLIC LIBRARY (all accounts)
Date: Mon Apr 01 12:29:26 UTC 2019
Date range: 03/02/2019 - 04/01/2019

CANCELLATION NOTICE

Page 1 of 1

PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	STATUS	CANCEL
10492503	TWT2276135D	DYLAN DOG - DEAD OF NIGHT	1	5.24	5.24	DVD	GOADVD3819	Out of Print	03/13/2019
10488334	AMV868193D	GARROW'S LAW - SERIES 2	1	29.99	29.99	DVD	GOADVD3819	Out of Print	03/13/2019
Grand total:			2		35.23				