



Agenda Item B.6
CONSENT CALENDAR
Meeting Date: June 19, 2018

TO: Mayor and Councilmembers

FROM: Carmen Nichols, Deputy City Manager

CONTACT: Allison Gray, Library Director
Dana Grossi, Management Analyst

SUBJECT: Award of Contracts for Library Materials Processing Services

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Services Agreement between the City of Goleta and Baker and Taylor for Book Processing Services, for a total not to exceed amount of \$196,000 with a termination date of June 30, 2019; and
- B. Authorize the City Manager to execute a Professional Services Agreement with the City of Goleta and Midwest Tape for Audio and Visual Materials Processing Services, for a total not to exceed amount of \$94,000 with a termination date of June 30, 2019.

BACKGROUND:

The Goleta Library orders books, 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 Library has historically used the company Baker and Taylor to purchase books, whereas the company Midwest Tape has been used 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). However, in this case staff is recommending that the City forego the RFP process and directly contract with both of the above companies for one year in Fiscal Year (FY) 2018-19, to allow for a continuation of these services already in place at the Goleta Library. The primary reason for this recommendation is to ensure that patrons do not experience any potential interruptions in service that could result from transitioning to a new vendor(s). According to the City's Library Director, pursuing a new

vendor(s) for the above-described services would be an involved process necessitating the development of all-new specifications for books, audio, and visual materials the library orders, a process that would be time-consuming for the library's limited staff.

Informal quotes were collected from the top three providers of books and audio/ visual materials in the area, which included Baker and Taylor Midwest Tape. Baker and Taylor and Midwest Tape are very similarly matched to their competitors in pricing. Furthermore, the companies Baker and Taylor and Midwest Tape are used by most libraries within Santa Barbara County and thus appear to be the "industry standard" in this region. For these reasons, staff recommends that the City enter into one-year contracts with Baker and Taylor and Midwest Tape, then reassess these vendors in the following 2019-20 FY by issuing an RFP which will allow a fair opportunity for other interested vendors to compete for a contract with the City. The total "not to exceed" amount recommended for the Baker and Taylor contract is \$196,000, which includes the cost of purchasing and processing of the physical books. The total "not to exceed" amount recommended for the Midwest Tape contract is \$94,000 for the cost of purchasing and processing of audio/ visual materials. Additionally, undergoing the RFP process in 2019-20 will benefit the City by ensuring that it is contracting with a vendor that best meets the library's specific needs, which may become more defined in this area during the library's first year of direct management.

FISCAL IMPACTS

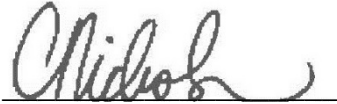
The total costs of these two agreements is \$290,000 and will be supported by the FY 2018-19 Goleta Library's materials budget for of \$250,100, and professional services of \$47,000, which totals \$297,100 in available budget. Materials costs will be paid for out of two funds: \$158,006 in 223-5-1700-114 (Library Development Impact Fee revenues), and \$92,094 in 101-5-1700-114. A total of \$78,844 will be spent on audio/ visual content, which consists of: DVDs, Blu-Rays, Books on CD, and Music CDs. A total of \$164,006 will be spent on Books for children, teens and adults. The remaining amount of the materials budget will be spent on magazine subscriptions as well as one reference database to be available via the library's website. The magazine subscriptions and reference database would be separate from the services in the proposed Baker and Taylor and Midwest Tape contracts. An additional \$47,000 has been set aside in 101-5-100-500 for the cost of physically processing these materials so that they are nearly "shelf ready" at the time of delivery to the library, saving on additional staff positions that would otherwise be necessary to handle the total physical processing of the materials.

ALTERNATIVES:

City Council could direct staff to proceed with issuance of an RFP for materials processing services at the library while the library continues services with the existing vendors on a short-term (month-to-month) basis. The RFP process from advertisement to contract execution is typically a two-month process. If a new vendor is selected other than the existing vendors currently in place, library staff will likely be impacted for a period of one to two months as new materials specifications get developed in coordination with the new vendors(s). Due to Santa Barbara Library Administration directives, Goleta Valley Library patrons have not had direct

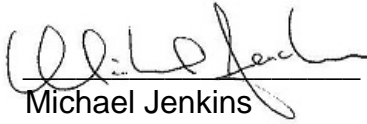
access to any new materials since March 30, 2018. In this case, library staff would work with the new vendors(s) to ensure a smooth transition that does not impact patrons.

Reviewed By:



Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Services Agreement with Baker and Taylor
2. Professional Services Agreement with Midwest Tape

ATTACHMENT 1

Professional Services Agreement between the City of Goleta and Baker and Taylor

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
BAKER AND TAYLOR, LLC**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 19th day of June, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **BAKER AND TAYLOR, LLC**, herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional book processing services at the Goleta Library; and

WHEREAS, 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

WHEREAS, the CONSULTANT was selected based on the fact that it currently provides these services to the Goleta Library under a contract negotiated by the City of Santa Barbara, which will operate the Goleta Library until June 30, 2018; and

WHEREAS, the City desires to maintain an uninterrupted continuation of services to patrons once the City assumes operations of the Goleta Library on July 1, 2018; and

WHEREAS, the City Council, on this 19th day of June, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

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 book database and processing services in conjunction with the Goleta Library. Services shall generally include the provision of a materials database, and the development and processing of book

specifications for shelving at the Goleta Library, as more particularly set forth in the Scope of Work, 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 \$196,000 (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 Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, 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 the compensation exhibit. 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. Project Manager 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, 2019, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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 Library's needs.

7. 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. Nancy Jo Sims 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 in the 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 and in the aggregate.

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

- a) 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) 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. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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: Nancy Jo Sims
VP, Customer Administration
Baker & Taylor, LLC
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
(704) 998-3268
Jo.Sims@Baker-Taylor.com

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

Nancy Jo Sims, Vice President
Customer Administration

ATTEST

Deborah Lopez, City Clerk

Lee Ann Queen, Director of Pricing
Services

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

EXHIBIT A
Scope of Services and Pricing

April 6, 2018

B. Allison Gray
Director
Goleta Valley Library
500 N. Fairview Ave.
Goleta, CA 93117

RE: Pricing Proposal for Print and AV Material

Dear Ms. Gray:

Thank you for allowing Baker & Taylor's Customized Library Services the opportunity to provide a pricing proposal for Ongoing Services for Goleta Public Library. Our proposal, including a detailed description of our service capabilities, follows this letter.

Our approach is the most comprehensive and technically advanced process in our industry. By using CLS, the City of Goleta will partner with the industry's premier provider of customized technical services. CLS is the only provider in the industry that truly delivers an adequate scope of material coverage coupled with a complete solution for the cataloging and processing of library materials.

Attached to this proposal is Baker & Taylor's standard Notice of Pricing Proposal Acceptance form. If you are in agreement with the attached proposal, please sign the enclosed form and return it as indicated.

Should you have any questions regarding this proposal, please do not hesitate to contact me at 800-775-7930 ext. 1016. I will be happy to assist you in any way possible. Thank you again for this opportunity.

Sincerely,



Lori Gray
CLS Western Regional Sales Manager
Baker & Taylor, LLC
2550 W. Tyvola Road, Suite 300
Charlotte, NC 28217
Office: 800-775-7930 ext. 1016
Cell: (928) 607-8225
Lori.Gray@baker-taylor.com

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1. COMPANY HISTORY

Baker & Taylor began in 1828 as a Hartford, Connecticut bindery and subscription book publisher. Founders, David Robinson and B. B. Barber, then opened a bookstore to distribute their own and other publisher's materials. Seven years later, Robinson and Barber moved their rapidly growing business to New York City. In 1885, James S. Baker and Nelson Taylor acquired the company, which was now focused on the distribution of other publisher's materials. In 1912, Baker & Taylor discontinued publishing altogether and devoted itself entirely to the wholesaling of all types of library materials. In 1970, W.R. Grace & Co. bought Baker & Taylor. During the '70's and '80's, Baker & Taylor experienced significant growth, increasing our market share and providing greater breadth of services to all consumers and markets.



Baker & Taylor senior management and the Carlyle Group, acquired Baker & Taylor in 1992. In July of 2003, Willis Stein & Partners acquired Baker & Taylor and in June of 2006, Castle Harlan, LLC. acquired Baker & Taylor. In April of 2016, Follett acquired Baker & Taylor. Baker & Taylor is headquartered in Charlotte, North Carolina, and operates distribution, technical support, and sales centers worldwide. Our Charlotte location maintains all sales administration, human resources, and finance operations. Book distributions centers are strategically located in New Jersey, Georgia, Nevada, and Illinois.

Baker & Taylor has a long-standing tradition of being the “any book” wholesaler. We are a leading full-line distributor of books and audiovisual products to library facilities, with annual sales of more than 115 million books from over 75,000 publishers and imprints. The oldest book distributor in the United States, Baker & Taylor has provided economical pricing and excellent services for over 185 years. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. Currently, our national distribution network is comprised of four book and audio visual distribution centers that maintain a combined inventory of over 17.5 million items representing over 1 million unique media and book titles. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 7 million items.

Baker & Taylor's inventory is over 17.5 million items and over 1 million unique media & book titles. Baker & Taylor's leveraging of its inventoried titles from over 75,000 publishers and imprints provides the highest possible fill rates in the industry.

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

2. DESCRIPTION OF SERVICES

2.1. CUSTOMIZED LIBRARY SERVICES

Baker & Taylor has been leading the industry in providing libraries customized technical services for over forty (40) years. We have developed a multitude of innovative services in the area of collection management, cataloging services and technical processing. Due to technological advances and the increased complexity of library operations and projects, Baker & Taylor created Customized Library Services in 1996 to consolidate our valuable resources and experience in order to address the growing demand from libraries for more customized, specialized and unique services. CLS is a separate operating unit, whose sole focus is Opening Day Collections (ODC), Collection Expansions, On-line Cataloging Solutions, Outsourcing Projects and Project Management. Customized Library Services (CLS) has operations in four Baker & Taylor locations; Commerce, GA, Momence, IL, Bridgewater, NJ, and Reno, NV and leverages Baker & Taylor's extensive fulfillment and distribution network to provide total project services. CLS has its own staff of over 300 trained professionals to perform the unique services to provide complete library solutions. We currently serve over 400 libraries on an ongoing basis and complete over 75-100 ODC/Collection enhancement projects per year.

2.2. CUSTOMER RESPONSE

Project Scope

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

- CLS will provide customized adaptive and copy cataloging with CIP upgrades where needed utilizing Z39.50 protocol
- CLS will provide Project Management Support
- CLS will provide custom cataloging and processing of Ongoing Material

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

2.3. PROJECT MANAGEMENT APPROACH

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

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

The development of the project team begins upon receipt of a completed Customer Needs Assessment or formal/informal proposal request. The project team immediately becomes part of the CLS response team and helps develop an approach that will successfully complete the project and meet the library's requirements. This process ensures that all management resources are in place prior to the submission of our response. Our experience has shown that when the library sets up a

project team with similar project responsibilities and scope in advance of the project or ongoing service startup, the documentation and implementation of services is more efficient, accurate, and thorough. Additionally, the library's internal project team, supported by a designated library project manager, can provide a central point of contact for all issues and information. This will help foster communication and insure that all internal library timelines and schedules are met.

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

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

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

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

2.4. CATALOGING

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

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

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

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

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

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

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

If the matching record found is not a full level record, the record is upgraded to meet LC standards and is saved to the CLS Bibliographic Database. The record is then further edited to meet the library's specifications and the appropriate item record is keyed. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the Library's local standards. If a matching record cannot be found in the multi-database search string, a request is forwarded to an original cataloger in the CLS department. Our original catalogers will create a record according to RDA rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the CLS Bibliographic Review File. Once the record has been reviewed and approved, it is saved in the CLS Bibliographic Database. The library's assigned cataloger is notified and the record will be edited to meet the library's specification and appropriate item tag is keyed. The sample MARC records are enclosed in Appendix 1. The sample records enclosed (Appendix A) represent the minimum level of cataloging for AV materials.

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

When the cataloger has completed the order, laser printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. We have enclosed a sample label set in Appendix 2. 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.

2.5. PROCESSING

The CLS department has over 300 trained professionals staffed to handle the library's customized requirements. These staff members are dedicated to meeting the library's requirements and exceeding your expectations. Our commitment to excellence and doing the job right the first time is unmatched in our industry. After cataloging is complete, the processing department completes the physical processing of each item. The processors review the processing instructions gathered at the site visit. Following these instructions, the processor attaches the spine label, barcode, and any special labels required by the library. After the application of all physical components, the library's materials move to the jacket selection area. Experienced technicians size the books so the appropriate Mylar jacket can be applied to the dust cover of the book. After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

2.5.1. RFID

CLS Shelf Ready Processing can also include the application and linking of RFID tags. Baker & Taylor's Customized Library Services has been providing RFID services for print and audiovisual material since 2001. To date, we have linked, printed and/or applied tags for over 1 million items. 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, Checkpoint, Tech-Logic, ITG, Biblio-theca, and VTLS and we own equipment from each vendor.

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.

2.5.2. 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.

2.6. INVOICES

Book and SWA

Baker & Taylor's book and spoken word invoices include the bill to address, ship to address, unit price, unit discount, quantity, total discount price, ISBN and purchase order number. The library may choose the order in which books appear on the invoice; in the same order as the original purchase order, alphabetically by title, author, or publisher. Cataloging and processing charges can be included in each line's extended price, summarized at the bottom of each invoice, or shown on a separate 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.

DVD 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. Processing and cataloging charges will also be listed. Titles can be listed by purchase order, artist, 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.

2.7. ONLINE CUSTOMER SUPPORT

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

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

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

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

2.8. PAYMENT TERMS

Baker & Taylor's payment terms are net 30 days from the date of invoice. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped, or placed in storage at a Baker & Taylor facility. Invoices are mailed to the Library at the time invoicing occurs.

2.9. SHIPPING

Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility. Invoices are mailed to the library at the time invoicing occurs. Staff accounts, offered as a courtesy to our customers for personal use, will receive FOB Shipping Point, Charge Shipping, and will be taxed as appropriate.

A transportation surcharge of 1.0% per invoice total (excluding cataloging and processing fees) for books and spoken word audio materials will appear as a separate line item on each invoice. The minimum fee will be \$1.00 per invoice and the maximum will be \$25.00 per invoice.

3. PRICING PROPOSAL

3.1. PRINT MATERIAL

Based on the information contained in your completed Customer Needs Assessment, we are pleased to propose the following pricing for **print and spoken word material**. Baker & Taylor/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Pricing is based upon the library's CNA response. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Baker & Taylor/CLS may adjust pricing accordingly. All items will be supplied by CLS unless otherwise noted:

PRINT ONGOING COLLECTION SERVICES.....\$3.85/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. MYLAR JACKET
5. LABEL PROTECTORS
6. SUPPLY, LINK, AND AFFIX BAKER & TAYLOR UNIVERSAL RFID TAG
7. SPINE LABEL
8. BARCODE LABEL
9. OWNERSHIP STAMP
10. BIBLIOGRAPHIC LABEL
11. GENRE LABEL
12. REFERENCE LABEL AS NEEDED

SPOKEN WORD AUDIO ONGOING COLLECTION SERVICES.....\$5.95/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. REPACKAGE INTO STANDARD DMP SWA CASE
5. SUPPLY, LINK, AND AFFIX BAKER & TAYLOR UNIVERSAL RFID TAG
6. APPLY CUSTOMER SUPPLIED RED HUB LABEL
7. DIGITAL MEDIA PROCESSING TO INCLUDE:
 - SPINE LABEL
 - BARCODE LABEL
 - CONTENT LABEL
 - OWNERSHIP LABEL

ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:

JUVENILE KITS CATALOGING AND PROCESSING (ADDITIONAL)\$2.25/UNIT

LAMINATE PAPERBACK COVERS (ADDITIONAL)

10 MIL CLEAR POLY\$1.99/UNIT

8 MIL MATTE POLY\$1.59/UNIT

8 MIL CLEAR POLY\$1.15/UNIT

ORIGINAL CATALOGING\$10.00/TITLE

* BAKER & TAYLOR CURRENTLY WORKS WITH MOST RFID SYSTEMS. OUR TAGS OPERATE AT 13.56MHZ, AND ARE RE-WRITEABLE, AND FULLY COMPLIANT WITH ISO15693. IF AFTER COMPATIBILITY TESTING B&T DOES NOT HAVE THE CURRENT SOFTWARE/HARDWARE IN PLACE FOR THE SYSTEM CHOSEN BY THE LIBRARY, BAKER & TAYLOR RESERVES THE OPTION TO REVISE THIS PRICING. IN THESE INSTANCES CUSTOMERS SHOULD SUPPLY B&T UNPROGRAMMED RFID TAGS

♦ FOR THOSE RECORDS WHERE CATALOGING IS NOT AVAILABLE IN THE LIBRARY'S DATABASE OR B&T'S CATALOGING UTILITY, CLS WILL PROVIDE AN ORIGINAL CATALOGING RECORD FOR \$10.00/TITLE. TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT \$10.00/TITLE FOR THE FIRST COPY OF EVERY TITLE ORDERED. IF MULTIPLE COPIES OF A TITLE ARE ORDERED, THE \$10.00 CHARGE WILL ONLY APPLY ONCE, HOWEVER, THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT INCLUDING THE INITIAL UNIT THAT RECEIVES THE \$10.00 CHARGE.

3.2. A/V MATERIAL

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

A/V CATALOGING AND PROCESSING

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

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. REPACKAGE INTO STANDARD CD DMP CASE
5. SUPPLY, LINK, AND AFFIX BAKER & TAYLOR UNIVERSAL RFID TAG
6. APPLY CUSTOMER SUPPLIED RED HUB LABEL
7. DIGITAL MEDIA PROCESSING TO INCLUDE:
 - SPINE LABEL
 - BARCODE LABEL
 - CONTENT LABEL
 - OWNERSHIP LABEL

DVD / BLU-RAY..... \$5.95/UNIT*

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. REPACKAGE INTO LIBRARY SPECIFIC DVD CASE AS APPLICABLE
 - a. USDM AMARAY DVD CASE
 - b. 2 DISC PL-Pro DVD CASE
 - c. 7-DISC VERSAPAK DVD CASE
5. APPLY CUSTOMER SUPPLIED BLACK HUB LABEL
6. DIGITAL MEDIA PROCESSING TO INCLUDE:
 - SPINE LABEL
 - BARCODE LABEL
 - CONTENT LABEL
 - OWNERSHIP LABEL

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

* AV CATALOGING AND PROCESSING PRICES FOR CDs AND DVDs ARE FOR BOTH SINGLE AND MULTIPLE DISC RELEASES.

BAKER & TAYLOR'S PAYMENT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING AND PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED, OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY. INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.

4. DISCOUNT TERMS AND CONDITIONS OF SALE

Baker & Taylor, LLC. Discount Terms and Conditions of Sale (FIRM ORDER BOOK and SPOKEN WORD AUDIO) Goleta Public Library

Baker & Taylor, LLC. is pleased to offer the discount terms and conditions listed below.. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	1-4 copies 44.0% 5+ Copies 45.0%
II.	Juvenile Trade Hardcover Editions (POPULAR FICTION & NON-FICTION)	J	1-4 copies 44.0% 5+ Copies 45.0%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	1-4 copies 38.0% 5+ Copies 41.0%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	1-4 copies 38.0% 5+ Copies 41.0%
V.	Mass Market Paperback Editions	P	1-4 copies 38.0% 5+ Copies 41.0%
VI.	Single Edition Reinforced (Juvenile)	R	20.0%
VII.	Publisher's Library Edition (Juvenile)	Z	20.0%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0 %
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 5.0 % X = 5.0 % N = 0.0 % (b) L = 5.0 % (c)(d) 7 = 1-4 copies 44.0% 5+ Copies 45.0% (d) M = 5.0 % (c)(d) 1 = 1-4 copies 38.0% 5+ Copies 41.0% (d) T = 0.0 % U = 5.0 % V = 5.0 % W = 0.0 % 4 = 5.0% Letter O = 5.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0 % K = 0.0 % 3 = 0.0 %
XI.	Enhanced Service Program	Y / Q	0.0 % plus \$4.95/unit
XII.	Spoken Word Audio	H	1-4 copies 44.0% 5+ Copies 45.0%
XIII.	Board Books	I	20.0 %
XIV.	Novelty Items/Activity Books	I	20.0 %
XV.	Special Programs, such as: - Paw Prints and FollettBound Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0 % E = 0.0 % 15.0 %

- (a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.

- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge.

Baker & Taylor, LLC.
Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For Paw Prints and Follett Bound editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Baker & Taylor's Continuation Services or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

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

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

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	28.5%*
Music CD	Any Price	27.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturers Suggested Retail Price.

5. CATEGORY DEFINITIONS

- I. **Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.
- II. **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- III. **Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- IV. **Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- VI. **Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- VII. **Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- VIII. **University Press Trade Editions (A)** *(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials. Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031
- X. **Imported English and Non-English Language Editions (F, K, 3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caldo by Nalini Singh, ISBN 9788490625224.
- XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.
- XII. **Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.
- XIII. **Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- XIV. **Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- XV. **Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to Paw Prints, FollettBound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

6. ENHANCED SERVICES PROGRAM

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

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

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

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

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price plus \$4.95/unit service charge.

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

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

7. RETURNS POLICY

INSTITUTIONAL RETURNS

(Revised July 2015)

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

How to Obtain Return Authorization

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

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

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

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

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1

All returns should be sent to:

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

Library & Education Account Audio/Video Product Returns Policy

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns (**excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product**) require prior return authorization from an AV Customer Service Representative. **Please contact your AV Customer Service Rep at 800.775-1700.**

How to Obtain Return Authorization

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

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

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

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

All returns with RA# should be sent promptly to:

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

Questions? Contact your B&T
AV Customer Service Rep (800.775-1700)
Email via AVInfo@Baker-Taylor.com or
LibraryAVcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

8. APPENDICES

Appendix 1 - Sample CLS MARC Records

Full MARC Print Adult non-fiction

LDR 00622pam 2200205 a 4500
001 bl2003013271
005 20030829093121.0
008 030814s2003\\lenka\\001\\0\\eng\\d
010 \\\$abl2003013271
020 \\\$a1892051206
040 \\\$aNjBwBT\$cNjBwBT\$dNjBwBT
050 14\$aAG243\$b.G87 2003b
082 04\$a031\$221
092 \\\$a031 GUINNESS
245 00\$aGuinness world records 2004 /\$c[managing editor, Claire Folkard].
246 30\$aWorld records 2004
260 \\\$a[London] :\$bGuinness World Records,\$cc2003.
300 \\\$a288 p. :\$bill. (some col.) ;\$c31 cm.
500 \\\$aIncludes index.
650 \\0\$aCuriosities and wonders.
700 1\\\$aFolkard, Claire
949 \\ \$b33123001539197\$cBK\$d031 GUINNESS\$nSample Public Library\$tANF

Sample Original Cataloging Record

=LDR 00638nam 2200217 a 4510
=001 CLS000009468
=005 20020411142421.0
=008 020404s2002bbbbbnyuabbbbbbbbbb001b0bengbd
=020 bb\$a0764516221 (pbk.)
=040 bb\$aIMmBT\$cIMmBT
=050 14\$aG128\$b.H43 2002
=082 04\$a910\$221
=100 1b\$aHeatwole, Charles A.,\$d1946-
=245 10\$aGeography for dummies /\$cby Charles Heatwole ; foreword by Ruth I. Shirey.
=260 bb\$aNew York, NY :\$bHungry Minds,\$cc2002.
=300 bb\$a xxiv, 360 p. :\$bill., maps ;\$c24 cm.
=440 b0\$a--For dummies
=500 bb\$aIncludes index.
=650 b0\$aGeography.
=700 1b\$aShirey, Ruth I.

MUSIC CD

LDR 01888njm 22004578a 4500
01 be2003018635
005 20040121092552.0
007 sd|fsngnnmmnee\\\\\\\\\\\\\\|
008 030921r20001958nyujzn\\\\\\\\\\\\\\\\\\\\\\|eng\\d
010 \\\$abe2003018635
024 1\\\$a074646608227
028 02\\\$aCK 66082\\\$bColumbia/Legacy
028 00\\\$aCS 8040\\\$bColumbia
040 \\\$aNjBwBT\\\$cNjBwBT
050 14\\\$aM1366\\\$b.S68 2000
082 04\\\$a781.65\$221
092 \\\$aMUSIC CD JAZZ
098 14\\\$aMJ\\\$aCOLL\\\$aSJ\\\$aC 82
245 04\\\$aThe sound of jazz\$h[sound recording].
260 \\\$aNew York, NY :\$bColumbia/Legacy,\$c[2000], p1958.
300 \\\$a1 sound disc :\$bdigital, stereo. ;\$c4 3/4 in.
500 \\\$aCompact disc.
500 \\\$aOriginally released in 1958 as Columbia CS 8040.
505 0\\\$aWild man blues ; Rosetta (the Henry "Red" Allen All-Stars) -- Fine and mellow
(Billie Holiday with the Mal Waldron All-Stars) -- Blues (Jimmy Giuffre, Pee Wee Russell) --
I left my baby (the Count Basie All-Stars, featuring Jimmy Rushing) -- The train and the
river (the Jimmy Giuffre Trio) -- Nervous (Mal Waldron) -- Dickie's dream (the Count Basie
All-Stars) -- Wild man blues (alternate take) (the Henry "Red" Allen All-Stars).
511 0\\\$aVarious performers.
518 \\\$aRecorded Dec. 5, 1957, for broadcast on The seven lively arts, CBS Television,
Dec. 8, 1957.
650 \\0\\\$aJazz\$y1951-1960.
650 \\0\\\$aJazz vocals.
650 \\0\\\$aTelevision music.
700 1\\\$aHoliday, Billie,\$d1915-1959.
700 1\\\$aGiuffre, Jimmy.
700 1\\\$aRussell, Pee Wee.
700 1\\\$aRushing, Jimmy.
700 1\\\$aWaldron, Mal,\$d1926-
710 2\\\$aHenry "Red" Allen's All Stars.
710 2\\\$aMal Waldron All-Stars.
710 2\\\$aAll Stars (Musical group : Count Basie)
710 2\\\$aJimmy Giuffre 3.
730 0\\\$aSeven lively arts (Television program)
949 \\\$b33123001538728\\\$cAV\\\$dMUSIC CD JAZZ\\\$nSample Public Library\\\$tCD

DVD

LDR 02011ngm 22004578a 4500
001 be2004000171
005 20040121094011.0
007 vd|cvaizq\\\\\\\\\\\\\\\\\\\\\\
008 040105p20042003cau121\\e\\\\\\\\\\\\\\\\v\\leng\\d
010 \\\$abe2004000171
020 \\\$a1404948015
024 1\\\$a043396031524
028 42\$a03152\$bColumbia TriStar Home Entertainment
040 \\\$aNjBwBT\$cNjBwBT
041 0\\\$aeng\$afre\$beng\$bfre\$bspa
050 14\$aPN1997.2.U53\$bU53 2004
082 04\$a791.43/72\$222
092 \\\$aDVD 791.4372 UNDERWOR
245 00\$aUnderworld\$h[videorecording] /\$cdirected by Len Wiseman ; story by Kevin Grevioux, Len Wiseman, and Danny McBride ; screenplay by Danny McBride.
250 \\\$aWidescreen special ed.
260 \\\$aCulver City, Calif. :\$bColumbia TriStar Home Entertainment,\$c2004.
300 \\\$a1 videodisc (121 min.) :\$bsd., col. ;\$c4 3/4 in.
500 \\\$aFeatures: director and writer commentary, technical commentary, creature effects featurette, music video "Worms of the earth" by Finch, the making of Underworld, sights and sounds featurette, stunt featurette, storyboard comparison, bonus trailers, TV spots, interactive menus, scene selection.
511 1\\\$aKate Beckinsale, Scott Speedman, Shane Brolly.
520 \\\$aA beautiful and aristocratic vampire named Selene falls in love with a Lycan, a werewolf, whose people are involed in an ancient war with the vampires.
521 8\\\$aMPAA rating: R.
538 \\\$aDVD, Dolby digital 5.1 surround.
540 \\\$aFor private home use only.
546 \\\$aIn English or French with English, French, or Spanish subtitles.
546 \\\$aClosed-captioned.
650 \\0\$aVampires\$vDrama.
650 \\0\$aWerewolves\$vDrama.
650 \\0\$aMan-woman relationships\$vDrama.
650 \\0\$aVideo recordings for the hearing impaired.
650 \\0\$aFeature films.
700 1\\\$aWiseman, Len.
700 1\\\$aBeckinsale, Kate.
700 1\\\$aSpeedman, Scott.
700 1\\\$aBrolly, Shane.
949 \\\$b33123001539189\$cAV\$dDVD 791.4372 UNDERWOR\$nSample Public Library\$tCD

Spoken Word CD

=LDR 01412pim 2200361 a 4500
=001 bl2006019027
=005 20100105102554.0
=007 sd\fungnmmned\\\\\\\\\\
=008 060802s2006\\\\nyunnnnj\\\\\\\\f\\n\\eng\\d
=010 \\\$abl2006019027
=020 \\\$a0739337270
=028 02\$aYA 1109A\$bListening Library
=050 14\$aPZ7.Z837\$bBoo 2006c
=082 04\$a[Fic]\$222
=100 1\\\$aZusak, Markus.
=245 14\$aThe book thief\$h[sound recording] /\$cMarkus Zusak.
=260 \\\$aNew York :\$bListening Library,\$cp2006.
=300 \\\$a11 sound discs (13 hr., 50 min.) :\$bdigital, Dolby processed ;\$c4 3/4 in.
=306 \\\$a135000
=511 0\\\$aRead by Allan Corduner.
=500 \\\$aUnabridged.
=500 \\\$aCompact discs.
=520 \\\$aTrying to make sense of the horrors of World War II, Death relates the story of Liesel--a young German girl whose book-stealing and story-telling talents help sustain her family and the Jewish man they are hiding, as well as their neighbors.
=651 \\0\$aGermany\$xHistory\$y1933-1945\$vJuvenile fiction.
=650 \\0\$aChildren's audiobooks.
=651 \\1\$aGermany\$xHistory\$y1933-1945\$vFiction.
=650 \\1\$aBooks and reading\$vFiction.
=650 \\1\$aStorytelling\$vFiction.
=650 \\1\$aDeath\$vFiction.
=650 \\1\$aJews\$zGermany\$xHistory\$y1933-1945\$vFiction.
=650 \\1\$aWorld War, 1939-1945\$xJews\$xRescue\$vFiction.
=650 \\1\$aAudiobooks.
=700 1\\\$aCorduner, Allan.\$4nrt

Appendix 2 - Sample Label Set

Not to scale

1 of 1		356140991 REN9396609A 9781617738340 L43349000000	
MAXWELL		NEW	
		MAXWELL	
Disk in pocket		A pinch of poison / 9781617738340	
YOUR LIBRARY NAME  9 7 9 1 6 1 7 7 3 8 3 4 0		M	YOUR LIBRARY NAME 123 Main Street AnyTown, USA 123456 NORTH
YOUR LIBRARY NAME  9 7 9 1 6 1 7 7 3 8 3 4 0			
9 79 16 1773834 0		01/2017	
YOUR LIBRARY NAME		1/2009	

NOTICE OF PRICING PROPOSAL ACCEPTANCE

For: Goleta Public Library

Proposal Date: April 6, 2018

FOR: PRICING PROPOSAL FOR PRINT AND AV MATERIAL

CLS is committed to providing services to our customers at a level that meets or exceeds their requirements. We have learned through our experience with many successful projects that the key to this high level of service is a mutual understanding of the requirements of both parties involved. Please carefully review the pricing and services noted above. If you approve, please notify us by signing and returning a copy of this acceptance page to the address below. Based on your agreement to the pricing and discounts contained in this proposal and the information gathered during our discovery process, we will proceed with a plan to provide the requested services of the Goleta Public Library.

This pricing agreement is contingent upon mutual approval of all services and pricing by both the library and Baker & Taylor, LLC., and will remain in effect for the period of one year after the agreement date. Pricing and Discounts provided in this agreement are subject to an annual review by the library and Baker & Taylor, at which time, upon mutual consent, this agreement may be renewed for an additional year. If either party wishes to terminate the agreement they are to send notification to the other party 60-90 days prior to the intended termination date.

CLS reserves the right to negotiate price and/or discount adjustments should the library make changes at any time throughout the duration of the project.

Goleta Public Library

Signature: _____

Title: _____

Name: _____

Date: _____

Please forward to my attention at the address, or email indicated below:

Baker & Taylor LLC.
Customized Library Services
2550 West Tyvola, Suite 300
Charlotte, NC 28217
Fax: 704-998-3308
Email: CLSINFO@baker-taylor.com

Name: N. Jo Sims
Title: Vice President, Customer Administration

ATTACHMENT 2

Professional Services Agreement between the City of Goleta and Midwest Library
Services

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 19th day of June, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MIDWEST TAPE, LLC**, (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional audio and visual materials processing services for the Goleta Library; and

WHEREAS, 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

WHEREAS, the CONSULTANT was selected based on the fact that it currently provides these services to the Goleta Library under a contract negotiated by the City of Santa Barbara, which will operate the Goleta library until June 30, 2018; and

WHEREAS, the City desires to maintain an uninterrupted continuation of services to patrons once the City assumes operations of the Goleta Library on July 1, 2018; and

WHEREAS, the City Council, on this 19th day of June, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

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

and processing of audio/ visual specifications for shelving at the Goleta Library, as more particularly set forth in the Scope of Work, 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 \$94,000 (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 Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, 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 the compensation exhibit. 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. Project Manager 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, 2019, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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 Library's needs.

7. 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. Lindsey Gibbs 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 in the 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 and in the aggregate.

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

- a) 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) 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. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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: Janet Timm, Bid Specialist (Coordinator of Contracts)
1417 Timber Wolf Drive
Holland, OH 43566
(800) 875-2785

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

Jeff Jankowski, Vice President

ATTEST

Deborah Lopez, City Clerk

Sue Bascuk, Vice President of
Financial and Business Development

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

EXHIBIT A

Scope of Services and Pricing

Consultant will provide audio and visual materials and processing services for the Goleta Library. Materials will include DVDs, Blu-Ray, Books on CD, and Music CDs.

Consultant's pricing on the purchase of audio and visual materials includes the following discounts:

- DVDs, Blu-Ray= 20-25% discount
- Books on CD= No discount provided
- Music CDs= 20% discount

Consultant's pricing on the processing of audio and visual materials consists of the following fees:

- Cataloguing fee= \$1.25 per record for full Machine Readable Cataloguing Record (MARC)
*Brief MARC records are available through website

Shipping costs are waived.