

**TO:** Mayor and Councilmembers

**FROM:** Allison Gray, Library Director

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 Acquisition and Processing Services, for a total not to exceed amount of \$215,629 with a termination date of June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 budget 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 Acquisition and Processing Services, for a total not to exceed amount of \$124,709 with a termination date of June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 budget.

# BACKGROUND:

The Goleta Library orders books, audio, and visual materials for its patrons through companies that provide a database of materials, 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 issued a Request for Proposals (RFP) on March 14, 2019, as directed by Chapter 3.05.240 of the Goleta Municipal Code (Purchasing System) and to ensure that the City is contracting with a vendor that best meets the library's specific needs. The City received four responses to this request. The top three rated responses were from: Baker and Taylor, LLC, Midwest Tape, and Ingram Library Services. The remaining response from Gale-Cengage Learning, Inc. was eliminated from consideration as they only supply large print books.

Baker and Taylor and Midwest Tape are used by most libraries within Santa Barbara County and are considered the industry standard in this region. Furthermore, Baker and Taylor and Midwest Tape were very similarly matched to the pricing proposal from Ingram. Ingram offers a slightly lower processing fee; however, their discounts are not as generous and they use lower quality cases, which would require increased staff time and additional replacement costs to keep items in circulation.

According to the City's Library Director, pursuing a new vendor for materials and processing would necessitate the development of all new specifications for books, audio, and visual materials the library orders, an intensive process for the library's limited staff. Staff has spent a significant number of hours being trained in best practices for the complex practices of ordering materials through the Black Gold ILS; Black Gold has become conversant with the Baker and Taylor Acquisitions module whereas they are unfamiliar with Ingram. Furthermore, staff has been highly satisfied with the processing, collection development, online selection, fill rate, back order period and shipping speed from the two recommended vendors currently being used. Therefore, staff recommends that the City enter into two-year contracts with the City's current vendors, Baker and Taylor and Midwest Tape.

The total "not to exceed" amount recommended for the Baker and Taylor contract is \$215,629 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 \$124,709 for the cost of purchasing and processing of audio/ visual materials.

# FISCAL IMPACTS

The Midwest Tape agreement is for a total not to exceed amount of \$124,709 and the Baker and Taylor agreement is for a total not to exceed amount of \$215,629. The total not to exceed amount of these two agreements are \$340,338 with a termination date of June 30, 2021. The agreements will be supported by the FY 2019-20 and 2020-21, Goleta, Buellton, and Solvang Library materials (books and subscriptions) budgets. Actual expenditures will be subject to the amount of budget approval and funding provided by Buellton and Solvang. The magazine subscriptions and reference database is separate from the services in the proposed Baker and Taylor and Midwest Tape contracts.

At this time, approximately \$286,568 of the contract amount is programmed for the first year, with the second year programmed to support approximately \$53,770. The second year funding amounts will be updated during the mid-cycle budget process for FY 2020-21. The table below summarizes the funding source, the proposed budgeted amounts and the estimated allocation of the two contracts for FY 2019-20:

City	Fund	Account	FY 19/20 Proposed Budget	*FY 18/19 Est. Carryover	FY 19/20 Est. Adjusted Budget	Baker and Taylor + Midwest Tape
	General	101-5-1700-114	\$40,800		\$40,800	\$40,800
Goleta	Library DIF	223-5-1700-114	\$90,000	\$77,530	\$167,530	\$167,530
		Total Goleta	\$130,800	\$77,530	\$208,330	\$208,330
Buellton	Buellton Lib.	213-5-1710-114	\$39,119		\$39,119	\$39,119
Solvang	Solvang Lib.	214-5-1720-114	\$39,119		\$39,119	\$39,119
		Total	\$209,038	\$77,530	\$286,568	\$286,568

\*The funding level will be based on actual carryover amounts from Library DIFs that may be available after the close of FY 2018-19. At this time, staff is anticipating an additional \$77,530 may be available for carryover to support the book budget in FY 2019-20

The budgeted amount for Buellton and Solvang is derived from the initial cost of service analysis for those branches presented to Council in December 2019. As described above, the actual expenditures and purchases made against the agreements are subject to the adopted budget and actual funding made available from each of the branch libraries. The excess contract amount of \$53,770 will be supported by the FY 2020/21 budget, subject to City Council approval. Additionally, a contract amendment may be recommended at that time, to adjust the contract not to exceed amount accordingly to match the actual funding levels in FY 2020/21.

# ALTERNATIVES:

City Council could direct staff to pursue an agreement with one of the other vendors that submitted proposals. This option has the potential to delay materials available to the library and impact operations.

## Legal Review By:

Michael Jenkins C 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

Project Name: Library Materials, Collection Development, and Materials and Processing Services

## 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 \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by issuing a request for proposal and the Library Director deemed CONSULTANT to be the most qualified.

WHEREAS, the City Council, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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 Valley Library Services shall generally include the provision of a materials database, and the development and processing of book specifications for shelving at the Goleta Valley 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 \$215,629 (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, 2021, 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) <u>Payment</u>. 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. <u>CITY PROJECT MANAGER AND SERVICES BY CITY</u>

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, 2021, 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 Valley 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. Marie Franklin 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.

Defense and Indemnity of Third Party Claims/Liability. CONSULTANT (b) 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. October 2018), 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.

City of Goleta Library Department and Baker and Taylor Page 8 of 12

## 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:

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 TO CITY: Attention: Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
 TO CONSULTANT: Jennifer Rhyne 2550 W. Tyvola Road, Suite 300 Charlotte, NC 28217 e-mail: Jennifer.Rhyne@baker-taylor.com

## 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

<b>CITY OF GOLET</b>	A
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CONSULTANT

Michelle Greene City Manager LeeAnn Queen Director of Pricing Services

ATTEST

Deborah Lopez, City Clerk

By:

Title:

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

City of Goleta Library Department and Baker and Taylor Page 10 of 12 EXHIBIT A Scope of Services and Pricing Please see attached Proposal and Pricing Detail from CONSULTANT

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# SECTION 6 – PROPOSAL COST Provisions A through D

# **PROVISION A - PART 1 (VENDOR SERVICES):**

Description	Yes or No	Vendor Notes Multiple accounts will be set up as required by th library. For example, the library may want to separate ou genre, large print or board books.			
Provide multiple accounts based on service specifications to be determined by the Library.	Yes				
Provide same terms to be applied to all accounts.	Yes	Baker & Taylor will provide the same terms across multiple accounts per the discounts and pricing outlined within this proposal.			
Vendor ability to accept electronically transmitted orders.	Yes	The Library may submit orders via their ILS or our TitleSource 360 <sup>™</sup> website. Please see Section 4, Acquisitions, for information on TitleSource 360 <sup>™</sup> . 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 publisher's discount, returnability to publishers and other factors. Please see Exhibit 2 for detailed discount information per product category and Exhibit 3 for Baker & Taylor's Category Definitions.			
Apply full discount to all titles for which the publisher provides a full discount to the vendor. (specify discount rates for different material types, as well as discounts for multiple copies of the same title)	No				
Distribution center located in the western region of the United States or 2-day air delivery.	Yes	Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery.			
Shipment from one or more secondary distribution centers with same terms applied (land delivery is acceptable).	Yes	To provide the best service for your unique cataloging and processing profiles, accounts for the City of Goleta will be filled from your designated service center, by staff trained to meet your unique account needs.			
Ability to place orders and receive invoices electronically utilizing EDIFACT standard.	Yes	Baker & Taylor systems are compatible with Polaris and support electronic order, acknowledgement, and invoicing functions.			
10 days fulfillment time from date of order to shipment for books in inventory, including those with processing as described in Provision B, C & D.	Yes	For in-stock, product only orders (no cataloging/processing), your orders will be filled within 1- business days of receipt of order, or within 5-7 days if bas processing is required. For shelf ready materials, CLS will employ the appropriate amount of resources to maintain the fastest possible turnaround time. Our current turn around for fully cataloge and processed material (non-Rush) is approximately 9 day after receipt of material from the publisher. (Please note that many titles are available in our warehouse several days before street date and therefore may be delivered, shelf ready, before or on street date.) While it will be our target to get material cataloged and processed within the time frame above, based on operational and fulfillment conditions, this goal might not be obtainable 100 percent of the time.			
Ship complete orders per Library instruction, partial shipments accepted.	Yes	Baker & Taylor can ship either partial or fully completed shipments per the Library's preference.			

Vendor ability to provide 95% fulfillment rate on orders placed for in-print books, including those with processing as described in Provision B, C & D.		Baker & Taylor's overall fill rate is 98% for in-print and publisher available material, including backordered materials. Please note, Baker & Taylor is dependent upon publishers' availability for the fulfillment of backorders. Baker & Taylor works with the publishers to insure that we have quick fill of items available.		
Confirmation of status report available immediately upon electronic transmission of order.	Yes	Each title ordered will receive a status of Confirmed/Backordered/Cancelled.		
Provide email notification of publication changes - title, publication date, publisher, etc.	No	Title information is updated daily on our TitleSource 360 <sup>TM</sup> website, insuring that the most recent information is available to the Library. However, because Baker & Taylor carries items from over 75,000 publishers and imprints, we are unable to e-mail publication changes for every title to the Library.		
Separation of invoices corresponding to single accounts (will not mix accounts on an invoice).	Yes	Invoices are generated on an account level.		
Provide one original invoice and a packing list with shipment. Electronic invoices available upon request.	Yes	An invoice is generated for each shipment; a packing list is enclosed in each carton of shipment.		
Ability for Library to determine cancellation cycle with guaranteed return for credit of titles shipped after cancellation.	Yes	Backorder period will be determined by the Library. Any titles that are not received within the backorder period can be cancelled. Information on cancellations can be provided as described on standard invoice status reports and via Online Customer Support.		
Project Manager assigned to library account to oversee all aspects of customer care.	Yes	The Library's current Project Manager, Marie Franklin, will continue to work closely with the Library for all aspects of customer care.		
Toll free phone number and email for customer service including: invoice/billing inquiries, special orders/problems.	Yes	Marie Franklin may be reached at 800-775-3800 x 2701 or marie.franklin@baker-taylor.com, for all customer service issues and inquiries.		
Local sales representative assigned to Library.	Yes	Your Local Sales Consultant, Peter DeVries, may be reached at 800-775-7930 x 1450 or Peter.Devries@baker- taylor.com		
Acceptance of returns, including but not limited to vendor error and defective material.	Yes	Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed return policies, Exhibit 9, for further details on credits and returns. To make a return, simply contact your Account Coordinator within the time period specified to obtain an authorization number for your return. Once the authorization has been obtained, the library can either have a no charge replacement shipped to the library, or may have the credit applied to the invoice in question.		
Vendor pays return shipping on all accepted returns.	Yes	Please see our enclosed Return Polices, Exhibit 9.		
Added Value Service charges will not be incurred for cancellations or returns.	Yes	Baker & Taylor agrees; service charges will not be incurred for cancellations or returns.		
Library Materials are to be delivered to: Goleta Valley Library, 500 N. Fairview Avenue, Goleta CA 93117	Yes	Agreed.		
Shipping containers, including contents, shall not weigh more than 25 pounds.	Yes	Agreed.		
The vendor shall not charge shipping fees that exceed standard USPS or UPS shipping rates.	Yes	Library orders are delivered free of charge.		

The Library expects to receive items ordered in advance of the publication date at least five (5) working days ahead of the on-sale date when allowed by the publisher.	Yes	Baker & Taylor abides by all the rules and regulations as set forth in the manufacturing industry. Baker & Taylo will work with our operations team to insure bestsellers/popular new titles are released in our system as soon as possible, based on manufacturer/produce guidelines. Once titles are released in our system, we will catalog and process materials and ship to the library prior to street date. While it will be our target to get material cataloged and processed within the time frame above based on operational and fulfillment conditions, this goa
The vendor must describe any standing order plans available, such as automatic purchase or shipment plans, and the costs for such plans.	Yes	Please see Exhibit 5 for information about traditional Continuation Services. Please see Provision B, Item 1 for information regarding automatic purchase and shipment plans for popular authors/series.
The vendor will preferably be able to provide a 9xx field in each bibliographic record. This field shall be populated with order information, including fund, item price, purchase order number, and order date.	Yes	Agreed.
A monthly statement of outstanding invoices and credits.	Yes	A monthly statement is provided reflecting account balances. Account credits applied to invoices are also detailed on the statement.

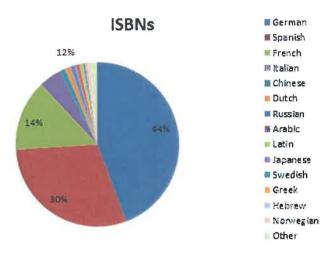
In addition to the Vendor Services requirements listed above, please respond to the items below.

# 1. Describe your credit procedures, i.e. procedure for accounting for credit on returned books.

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed return policies, Exhibit 9, for further details on credits and returns. To make a return, simply contact your Account Coordinator within the time period specified to obtain an authorization number for your return. Once the authorization has been obtained, the library can either have a no charge replacement shipped to the library, or may have the credit applied to the invoice in question.

2. Provide a list of non-English language collections for book materials for which you supply complete library services (i.e. catalog of 5,000+ titles, full cataloging & collection development).

Baker & Taylor's available inventory includes volumes in over 20 non-English languages with over 400,000 unique ISBN's. All of our non-English language titles are available to receive full library services.



Due to the large number of titles we are unable to provide a full listing with this proposal. However, we have provided a sample list of Spanish book materials in Exhibit 12 for your reference.

3. Provide a list of all publishers you charge a service fee to provide, including the amount of charge per volume.

There are no service charges associated with the provision of any title.

#### 4. Include samples of the following with your response:

a. Invoice

#### Book and Spoken Word Audio

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

These 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.

Please find a sample invoices in Exhibit 10.

#### b. Packing slip

Baker & Taylor has developed a detailed packing list which enables the library to check in the order title by title, noting the price and quantity. Titles are listed alphabetically, by title. 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. For book materials, each box can contain a packing slip, or boxes containing a master packing slip are indicated with a capital 'M' on the address label.

Please find a sample packing slip in Exhibit 10.

#### c. Status report

#### Standard Status Report

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

A sample standard status report is provided in Exhibit 11.

#### Customized Library Services (Shelf-Ready) Status Report

A monthly order status report including information by title for items on backorder or in pending status will be provided as listed in our example, Exhibit 11. Cancelled items are also listed. A summary of expenditures by account can also be provided.

#### 5. Describe further costs, if any, to those listed above. Also include cost incentives, if any.

Baker & Taylor will provide Title Source  $360^{\text{TM}}$ , which is typically a subscription service, to the library free of charge for the duration of the agreement. Please see Exhibit 1 for CLS shelf-ready pricing, Exhibit 2 for detailed discount information, and Exhibit 3 for Baker & Taylor's Category Definitions.

PROVISION A -PART 2 (VENDOR SERVICES PRICING/DISCOUNT OFFERED):

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

Please see Exhibit 2 for a complete discount outline, and Exhibit 3 for Category Definitions. WITH THE EXCEPTION OF THE APPLICABLE CALIFORNIA STATE SALES TAX, PRICE SHALL BE INCLUSIVE OF ALL COSTS INCLUDING FREIGHT/DELIVERY/SHIPPING & HANDLING CHARGES AND PROFIT.

Line #	DELIVERY/SHIPPING & HANDLING CHARGES Description	Price Quote
1	Trade Hardcover (Category I & II, Exhibit 3)	List Price Less <u>46.0</u> %
2	(Category IX, Exhibit 3) Technical, Educational & Scientific Editions	List Price Less <u>10.0 *</u> %
3	(Category VI &VII, Exhibit 3) Publisher's Reinforced Bindings (Category V, Exhibit 3)	List Price Less 20.0 %
4	Paperback Books (Mass Market)	List Price Less 40.0 %
5	Paperback Books (Categories III & IV, Exhibit 3)	List Price Less40.0_%
6	(Paw Print/Follettbound Editions) Reinforced Paperback	List Price Less0.0_%
7	(Paw Print/Follettbound Editions) Pre-bound (specify categories)	List Price Less 0.0 %
8	Large Print Titles	List Price Less*
9	Out of Print Books	List Price Less <u>No Bid_%</u>
10	Spoken Word MP3 CD (Category XII, Exhibit 3)	List Price Less% (2)
11	Spoken Word on CD (Category XII, Exhibit 3)	List Price Less <u>46.0</u> % (2)
12	Shelf Ready Cataloging and Processing	List Price Less***%
13	Mylar Book Jacket Covers	List Price Less \$0.60/unit (1)
14	Kapco Easycover or Equivalent (for reinforcing paperbacks)	List Price Less****%
15	<ul> <li>RFID Tags (application only for print items or as applied to case covers)</li> <li>a) Provided by Vendor</li> <li>b) Provided Goleta Valley Library</li> </ul>	List Price Less_a) \$0.30/tag_(1) b) \$0.25/tag
16	Bar Codes	List Price Less \$0.20/unit (1)
17	Library Packaging for all Non-Print Titles (i.e. Spoken Words CDs, MP3 CDs)	List Price Less***%
18	Original Cataloging	List Price LessFREE
19	Additional Items/Charges (if applicable)	List Price Less <u>N/A</u> %

\* Titles which receive minimal publisher discount will be invoiced at publisher's list price.

\*\* Large print titles may be of any binding, type or material category. Please see Exhibit 2 for a complete discount outline.

\*\*\* Please see Exhibit 1 for detailed pricing information per material format.

\*\*\*\* Please see Exhibit 1 for detailed pricing information.

(1) These prices apply for non-shelf ready services if applied as stand-alone processing components. For shelf ready services, these items are included in Item 12 pricing.

(2) This discount applies to popular editions from widely distributed publishers. Other spoken word editions fall within other material categories. Please see Exhibit 2 for other available discounts for spoken word audio. Baker & Taylor is pleased to propose the terms and conditions of sale as outlined on the Bid Form. For a detailed listing of proposed terms, please see Exhibit 2.

Please see Exhibit 3 for Category Definitions, which lists the Category Number corresponding to the discount categories (and number) as listed on Exhibit 2. This will clarify the criteria used to classify a particular book category by Baker & Taylor, and how they relate to the discounts offered within our proposal.

"Baker & Taylor's Enhanced Services Program" (Exhibit 3) describes in detail a valuable service that will save 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. These titles will be invoiced at list price.

Please refer to the Bid Form and Exhibit 1 for cataloging and processing prices.

# **PROVISION B (COLLECTION DEVELOPMENT):**

Description	Yes or No	Vendor Notes
Include online collection development software/internet access with sufficient logins (minimum of 8) for library needs at no extra cost.	Yes	TitleSource 360 <sup>TM</sup> Our proprietary database contains detailed, comprehensive, up-to-date information on over 9 million book titles, 265,000 DVD titles, and 780,000 music titles. Data elements also include: 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts. Please see our response to Section 4 for more information about TitleSource 360 <sup>TM</sup>
Include customized collection development services at no extra cost.	Yes	Baker & Taylor will provide custom profiled carts to the Library. The City of Goleta will maintain responsibility for final selection, application of order quantities, and/or elements needed for ordering. Please see Section 4 for details.
Vendor website that provides electronic real- time web-based interface to its inventory and warehouse availability: including the ability to show quantities of items in stock; on order by warehouse location; pre-pub; out-of-stock; out of print and "apply direct" itiles.	Yes	All of this information appears, per title record, on our Title Source website.
Full text literary reviews from nationally recognized professional sources (such as Publisher's Weekly, Library Journal, School Library Journal, and Booklist) and/or citations which cite the magazines in which literary reviews appear.	Yes	Full text reviews and review citations appear on our Title Source website.
Formal and informal training and support of the online tool, including how it interfaces with Polaris, provided at no additional cost.	Yes	Title Source is fully compatible with Polaris. Our staff will be pleased to provide training on any B&T product or service, at no additional cost.

In addition to the Collection Development requirements listed above, please respond to the items below.

1. Describe automatic purchase plans and/or customized vendor selection.

## **AUTOMATICALLY YOURS**

Baker & Taylor's Automatically Yours, a free author-based or series-based standing order program, delivers the latest publications right to your door. Select your favorite authors or series, and Baker & Taylor will send the latest titles, as soon as they are released. Additional details and plan brochures are available on our website at www.baker-taylor.com/ay, under Public Library Programs. Our buying department promptly places orders with Publishers 5-6 months prior to publication date to ensure that our library customers automatically receive their standing order titles in a timely manner. Monthly backorder confirmation reports are transmitted to alert our customers of forthcoming titles.

Automatically Yours has several different programs to choose from:

- Popular Adult Fiction Authors- featuring over 1,200+ fiction authors
- Popular Adult Fiction Authors eBooks- featuring 250+ fiction authors
- Popular Adult Non-Fiction authors- featuring 200+ non-fiction authors
- B&T CATS Authors/Illustrators featuring over 900 of the most popular children and young adult authors, both fiction and non-fiction.
- B&T CATS Series- 3500+ popular children's and teen's series
- CATS Awards over 80 different domestic and international awards and honors
- Spoken Word Audio- CD-1000+ Popular Adult Fiction Authors
- Spoken Word Audio- Digital Download- featuring 100 Popular Adult Fiction authors
- Large Print Popular Adult Fiction Authors -- over 1,100 authors
- Nonfiction Series
- Mass Market Series
- Book Club Plans
- Inspirational Authors Offers over 250 authors to choose
- Graphic Novels Available for Adult and Teen titles. Choose from more than 500 series.

Coming soon, Baker & Taylor will be implementing a new standing order module to TitleSource 360<sup>™</sup> where libraries can easily view and manage all of their Continuations series and Automatically Yours popular series, authors, and award winners on standing order. This automated acquisitions update will streamline and increase the speed of the material ordering process.

With the dramatic rise in video demand, Baker & Taylor offers the following Automatically Yours DVD Standing Order Programs.

- Adult & TV Automatically Yours DVD Standing Order
- CATS (Children's And Teen Services) DVD Series Standing Order
- Box Office Hits Standing Order

## FIRSTLOOK<sup>TM</sup>COLLECTION DEVELOPMENT SERVICES

FirstLook<sup>™</sup> is Baker & Taylor's family of notification services, available to libraries. FirstLook<sup>™</sup> is supported by a staff of experienced librarians and merchandising specialists who are experts in the publishing and entertainment industries. These services are supported by the industry's most sophisticated collection development management system, and title lists are provided via TitleSource

 $360^{\text{TM}}$  where they can easily be conditioned and downloaded into the ILS.

## FirstLook™ Basic

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

New Releases in Adult DVD New Releases in Children DVD Adult Fiction Adult Non-Fiction Adult Large Print Adult Reference Adult Mass Market Adult Spanish Children and Teens Mass Market Children and Teens Spoken Word Audio Children and Teens Picture Books Axis 360 eBooks

#### FirstLook<sup>™</sup> Custom (free of charge)

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

## FirstLook<sup>™</sup> Custom Features:

• Multiple selection criteria including but not limited to:

- Subject criteria, such as Dewey and LC classification, BISAC and genre categories
- Reviews and citations in review sources and/or bibliographies
- Audience level
- Series
- Studios
- Publishers
- Citation in a Baker & Taylor publication or merchandising plan
- Publication date
- Format
- Flexible scheduling options
  - One-time special profiles (i.e. replacement lists) available
  - Weekly, semi-monthly, quarterly, contingent upon profile/material type
- Duplication management
  - Titles are checked against previous carts—view a title one time for selection efficiency and to prevent unwanted duplication
- List delivered as carts to TitleSource 360™
- List sent via FTP, email or US mail in the following formats:
  - Word
  - Excel
  - PDF
  - MARC

B&T can provide collection development data in a laser printed hard copy, MARC, or PC compatible format including Microsoft Excel. Selection Lists can also be loaded into the Library's acquisitions system via Baker & Taylor's TitleSource 360<sup>TM</sup>, or via MARC acquisition records.

#### Merchandisers' Variety Program

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

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

Adult & Children's Books Adult general fiction Adult mystery Adult romance Computer books Cooking Crafts and hobbies Children's chapter books Children's concept books Children's easy readers

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

### SELECTION LISTS

Baker & Taylor's Collection Management has one of the most extensive databases in the industry to support Opening Day Collection projects and ongoing selection. Our core selection application can access almost 10 million book, e-book, audio book, Music CD and DVD titles.

*Our Title Source 360 site provides access to a variety of current release and pre-publication title lists. Please see below for additional information.* 

Popular title and topic lists, created by our Collection Development staff, are available for your access, in cart form. These lists are part of our Selection List Services.

### **OnLine Selection Lists (Free of Charge)**

Baker & Taylor's on-line selection lists are developed by our professional staff to help save you time and effort in searching for titles of interest. Utilizing Title Source, you can browse our comprehensive list of Title Lists, developed exclusively for you. Lists are organized into useful categories of similar lists, helping you easily browse the topics that interest you and your patrons.

- Academia
- Adult Fiction and Non-Fiction
- Children's Fiction and Non-Fiction
- Spanish Language Fiction and Non-Fiction
- Spoken Word Audio
- Music and Video
- Computer Titles
- Scientific, Technical, and Medical
- University Press
- UK Adult Titles
- Audio & Video Bestsellers
- Audio & Video New Releases
- Book Leasing (prepublication list of new releases)
- Booking Ahead
- Children's & Teen (CATS)
- Critic's Choice (award winners)
- Critic's Picks (book clubs, reviews)
- Fast Facts
- Librarian Selections
- Monthly Stars
- Spanish & Hispanic Titles

To access the lists, simply log-in from Title Source via Quick Links.

#### Catalog Listings (free of charge; available on-line and in Title Source cart format)

These catalogs are available electronically via our website <u>www.baker-taylor.com</u>. From the top horizontal bar, select "Libraries"; then "Public Libraries". From the left side bar, select "Publications".

Forecast –Adult new release CATS Series – Children's and Teens Series new release Espanol – Spanish language new release Graphic Novels – Graphic Novel new release Growing Minds – Children's and Teens new release Scope – Science, technical, medical, and academic bestsellers Spirit – Religious, inspirational, and motivational titles Alert – DVD and Music titles, new release and retrospective

#### Music Lists (Free of Charge)

Electronic title lists are available in Title Source selection cart lists:

- Grammy Award Winners
- Country Music Association Award Winners
- Notable Artists
- National Public Radio Featured Artists

#### Focus on Music (Free of Charge)

Including Bestseller Lists of Jazz, Blues, Christian, Classical, Country, Latin, Rap/Hip-Hop, and Soundtracks (updated monthly)

Top 200 Albums

This is a list of best selling new and reissued Top 200 CDs that is updated monthly. The list contains only one version of a particular title on CD although there might be others available.

Rolling Stone's Top 500 Greatest Albums of All Time

#### The Core List for Libraries

The Core List is a list of over 800 popular CD titles that Baker & Taylor guarantees to be in stock at all times. This list is compiled by our music department and is a good resource for determining the most popular, must-have CD titles for stocking your library's music collection. The Core List is available on-line in a <u>PDF version</u> or <u>EXCEL version</u>.

#### ChartToppers (First Look Cart) (Free of Charge)

First Look services are available exclusively for the use of our Title Source subscribers.

ChartToppers provides a consolidated monthly overview of weekly music chart listings, based upon individual CD sales volume, within various genres. Monthly listings provide updates to each genre's existing base list of titles, showcasing the new titles just moving in to the bestseller top slots.

#### **DVD** Lists (Free of Charge)

Popular title/selection lists are available as Title Source carts; our e-lists and First Look Lists provide new release information for DVD product. Some examples of our lists are:

#### **Award Winners**

Academy Awards, Sundance awards, and American Film Institute recommendations for Top 100, Top Comedies, Top Passions, and Top Thrillers of all time!

#### New Release, by Genre

Search our lists for the latest releases in Action/Adventure, Comedy, Documentary, Drama, Family, Foreign, Health & Fitness, Horror, Music Video, Mystery, Performing Arts, Science Fiction, Television, Top Sellers, and Westerns.

#### **Current Topic**

Additionally, we offer specialty, topical lists of current interest, such as films of Robin Williams, the Hunger Games series, works of Emmy nominees, and Children's "Book to Film" releases.

#### 2. Describe integration with Collection HQ for Discovery and Selection of materials for:

- a. Opening Day Collections.
- b. Books or other materials in non-English languages.
- c. Electronic books, downloadable audio books and other formats.

Baker & Taylor's partnership with collectionHQ will assist in selecting titles by creating buying profiles for the Library based on several parameters, including system-wide collection performance,

individual branch data, and data from similar branches. Your collectionHQ Account Manager has a thorough understanding of Baker & Taylor workflows and systems and will be involved in every step of the analysis process. Resources for electronic books, downloadable audio books, and other formats, are also available with collectionHQ.

#### collectionHQ Stock Management and Selection Planning Services

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

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

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

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

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

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

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

ESP supports the purchasing of new materials using evidence from collectionHQ and the title identification from Baker & Taylor. ESP identifies the top forthcoming titles based upon past circulation by author, subject and series, determines the locations where copies need to be placed to satisfy patron demand and monitors budgets through the use of collectionHQ spending plans.

collectionHQ and the ESP service are premium optional services; we will be happy to price these services upon receipt of detailed information regarding the City of Goleta's needs and requirements.

#### 3. Describe lease program in one exists and materials related to it, rules, costs, etc.

Baker & Taylor's Book Leasing Program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, hardcover titles. Our lease program is clean and simple and is focused on the titles that truly generate higher circulation numbers and satisfy patron demand. We

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have eliminated the tedious review of management reports and have simplified returns tracking via our Quick Returns service.

Baker & Taylor's monthly selection lists provide the most up-to-date information regarding forthcoming titles two to three months prior to publication. Orders can be placed by mail, phone and via the Internet using Title Source or your library's ILS acquisitions software. Leased books are shipped via UPS, free of charge, from your primary distribution center to provide rapid receipt for sensitive titles. Your leased books will arrive cataloged and completely shelf-ready thanks to techXpress, the most sophisticated and comprehensive processing available. Standard processing for your Book Leasing will include a mylar jacket, spine label, MARC record, ownership label, the distinctive B&T Lease Logo, and a B&T printed barcode.

#### Selection Lists

Our staff of professional book buyers selects titles for this program based upon reviews and anticipated general public demand. Each month, prepublication title lists are created with comprehensive annotations to assist the library with selections. Annotations include information on authors and titles, as well as information on planned promotional tours, print runs, book club selections, and media tie-ins. In addition to the prepublication list, our *Quick Call* publication lists current bestsellers and a variety of popular titles that are available through our Lease Program. These titles are available in-stock, and are ready for 48-hour shipment (standard processing services). Cataloging and shelf ready processing is available for all listed titles.

Baker & Taylor's monthly prepublication lists of titles three-months in advance of publication are available in printfriendly PDF or excel versions. Lease Lists are also available as selection lists, which can be found on our Title Source website on the B&T Lists/Adult page under Book Leasing.

#### Special Requests

Special requests are also welcome. Requests for hardcover Trade titles not listed in our publications will be accepted and added to your order.

#### **Telephone Orders**

B&T's Quick Call toll-free telephone ordering offers the library the opportunity to verify in-stock availability and ready for 48-hour shipment of bestsellers and other popular books.

#### Mail/Fax/E-Mail

B&T's monthly prepublication and *Quick Call* publications include an EXCEL order page that can be printed and used to order by mail or fax. The Library may also email book leasing orders directly to B&T's Book Leasing Department at <u>leasing@baker-taylor.com</u>.

#### Electronic Orders

Our Title Source website can be used to review B&T's Book Leasing Selection Lists including prepublication title listings and B&T's *Quick Call* Lease Lists over the Internet. Using Title Source, the staff can read annotations and view cover images, log selections and place orders on line. Title Source offers a single resource for ordering lease books and placing firm orders. In addition, the library can import bibliographic data from TS into your library's ILS acquisition system. Baker & Taylor will be happy to provide unlimited IDs for the Library's use at no additional charge to accommodate your Book Leasing needs.

#### Quota Information

Your library will receive <u>Full Allowance</u> each month of the annual contract. B&T will deduct one (1) book allowance for each book selected with a publisher list price of the quota limit (or less).

#### Core Collection / Collection Rotation

The Library will retain all books shipped for the program (with no rotation), building to the Core Collection base size (20 times the monthly quota allowance). The build to core size provides a baseline for making critical rotational returns. A rotating collection will provide optimum access to key new titles for patrons.

After reaching the desired core collection size, the library is encouraged to rotate the collection throughout the year. Over the life of the contract, the library will be allowed to retain 30% of books slated for return during the normal rotation cycle, free of charge.

#### Shipping Costs

B&T Book Leasing pays all shipping costs when books are rotated out of your book leasing collection and returned to B&T. Please note, however, if the Library is unable to continue program participation, the Library will be responsible for returning the core collection and for any related shipping cost via economical shipper of the Library's choice.

#### Damaged and Defective Books

B&T will replace books that are damaged upon arrival in the library. Publisher defective books will be replaced up to six (6) months after they have been received by the library.

#### Monthly Reporting

Baker & Taylor Book Leasing System's inventory report is the easiest to use in the industry today. We provide a report of account activity on a monthly basis. No additional charge is assessed for lost, stolen, or damaged books. These books are simply reported via the Quick Returns form and the library's records are updated to reflect the activity.

#### Plan Size and Annual Rate

Baker & Taylor is pleased to propose lease plans for *Adult and CATS Book Leasing* services available to the City of Goleta on Exhibit 6.

#### 4. Describe any additional value added services provided.

Baker & Taylor will provide First Look<sup>™</sup> Custom, which is normally a subscription service, to the Library free of charge. Please see Exhibit 1 for CLS shelf-ready pricing, Exhibit 2 for detailed discount information, and Exhibit 3 for Baker & Taylor's Category Definitions.

# **PROVISION C (CATALOGING):**

Description	Yes or No	Vendor Notes
Ability to fulfill customized spine label cuttering instructions in an electronic order that override standard spine label cuttering instructions.	Yes	Comply
Ability to assign Dewey call numbers according to Library specifications/ customizations	Yes	Comply
Ability to overlay catalog full MARC 21, Level K, records over brief acquisition records in ILS	Yes	Comply
Do you interface with the Polars ILS system?	Yes	B&T systems are compatible with Polaris; MARC is compatible with Polaris.

#### In addition to the Cataloging requirements listed above, please respond to the items below.

- 1. **Provide the following:** 
  - a. Source of MARC 21, Level K, records.

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, catalogers will search various other databases according to the wishes of the individual library. The cascading search could include OCLC, the CLS Bibliographic Database, 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.

As stated above, 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.

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.

#### b. Sample of typical MARC 21, Level K, record.

Please see Exhibit 7 for sample standard MARC records and shelf-ready MARC records.

#### c. Outline of delivery method for MARC 21, Level K, records to customer.

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. Given Library does not accept brief MARC records, describe the cataloging process for materials without existing full MARC 21, Level K, records.

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. 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. Please see our response to Section 4, Major Features of the Preferred Cataloging Methodology, for additional information.

#### 3. Library uses Dewey Decimal System.

Baker & Taylor has the ability to assign Dewey call numbers according to Library specifications/ customizations.

# PROVISION D (MATERIALS PROCESSING):

Cost	and the second		
	Description	Supplier	Library Notes
cluded in \$3.75 Unit price*	Clear plastic jackets	Vendor	Only for hardcover books
cluded in \$3.75 Unit price*	Vendor encoded RFID Tag	Vendor	Inside back cover, staggering, <sup>1</sup> / <sub>4</sub> " from the spine and <sup>1</sup> / <sub>4</sub> " between tags.
cluded in \$3.75 Unit price*	Barcode protector	Vendor	Over barcode, only for board books and library bond books
ncluded in \$3.75 Unit price*	Spine label	Vendor	1 x $1\frac{1}{2}$ white label with a call number and / or cutter, on spine of dust cover or book, under adhesive plastic or jacket cover. $1/8^{27}$ from bottom, centered, for JNF apply vertical reading top to bottom
cluded in \$3.75 Unit price*	Spine label protector	Vendor	Over spine label, only for items with no clear plastic jackets
ncluded in \$3.75 Unit price*	Ownership sticker	Vendor	Sticker – Goleta Valley Library – Fire Engine Red
			Solvang Library – Caltrans Orange
			Buellton Library – Buff Tan
			Along left edge of front cover, going vertically down ¼" from the left edge of spine.
dditional stickers include b	ut are not limited to the	following:	
ost	Description	Supplier	Notes
ncluded in \$3.75 Unit price*	MYSTERY	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
ncluded in \$3.75 Unit price*	SCIENCE FICTION	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
icluded in \$3.75 Unit price*	YOUNG ADULT	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
ncluded in \$3.75 Unit price*	NEW	Vendor	Centered on spine, at the top of the book OVER the spine label protector/clear plastic jacket
Included in \$3.75 Unit price*	GENRES FOR JUVENILE BOOKS (various)	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
Included in \$3.75 Unit price*	HOLIDAY (various)	Vendor	For juvenile books only, affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
Included in \$3.75 Unit price *	* WESTERN	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
ccompanying materials pro	ocessing includes but is n	ot limited to	the following:
ncluded in \$3.75 Unit price*	Clear CD/DVD pocket	Vendor	Use only if item not attached then, place on inside back cover, centered, if pertinent

\*Please see Exhibit 1 for a full listing of our prices and optional services

Cost	Description	Supplier	Placement	<b>Application Notes</b>
Included in \$5.89 Unit price*	Encoded RFID Tag	Vendor	Attach on inside back of graphics, lower right corner	All materials
Included in \$5.89 Unit price*	Property Label GVL – Red Label Solvang – Orange Label Buellton – Tan Label	Vendor	Printed on front cover insert, reading vertically down along spine, ¼" from spine.	All materials
Included in \$5.89 Unit price*	HUB Label with 2 letter branch code and last 4 digits of barcode	Vendor	Attach to center of CD. Use GO, BU, SO codes	
Included in \$5.89 Unit price*	Repackaging	Vendor		Repackage into standard DMP cases
Included in \$5.89 Unit price*	Barcode	Vendor	Midway along top cover ¼" from top	
Included in \$5.89 Unit price*	Spine Label	Vendor	Spine of graphics flush with the bottom edge	
Included in \$5.89 Unit price*	Additional spine labels (Genre, New, etc.)	Vendor	Apply on the outside of case above the spine label/genre	Only for items that meet spec criteria.

\*Please see Exhibit 1 for a full listing of our prices and optional services

#### Audiobook spine and call number details

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

Cost	Description	Supplier	Placement	Application Notes
Included in \$5.89 Unit price*	Encoded RFID Tag with 2 letter branch code (stingray type) -GO -BU -SO	Vendor	Center of disc; for multi discs item, place tag on 1 <sup>st</sup> disc	All materials
Included in \$5.89 Unit price*	If it is a double sided disc, use the donut HUB with 2 letter branch code and last 4 digits of barcode	Vendor	Center of disc	All materials
Included in \$5.89 Unit price*	Repackaging	Vendor	N/A	Repackage into standard cases for DVD

\*Please see Exhibit 1 for a full listing of our prices and optional services

Included in \$5.89 Unit price*	Barcode	Vendor	Front, middle, top	All materials
Included in \$5.89 Unit price*	Spine label		Place on spine of DVD/BluRay case, bottom, centered	1 x 1 ½ white label
Included in \$5.89 Unit price*	Branch label		Branch sticker placed vertically down front cover, left side, ¼" from spine	

\*Please see Exhibit 1 for a full listing of our prices and optional services

#### DVD/BluRav spine and call number details

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

Cost	Description	Supplier	Placement	Application Notes
Included in \$5.89 Unit price*	Encoded RFID Tag with 2 letter branch code (stingray type) GO BU SO	Customer	Center of disc; for multi discs item, place tag on 1 <sup>st</sup> disc	All materials
Included in \$5.89 Unit price*	If it is a double sided disc, use the donut HUB with 2 letter branch code and last 4 digits of barcode	Vendor	Center of disc	All materials
Included in \$5.89 Unit price*	Repackaging	Vendor	N/A	Repackage into soft, see- through, plastic sleeve
CD Digital processing				
Included in \$5.89 Unit price*	Barcode	Vendor	Font, middle, top	All materials
Included in \$5.89 Unit price*	Spine label	Vendor	Front, upper left	Size ¾ x 1
Included in \$5.89 Unit price*	Branch label	Vendor	Down left side, front cover insert	Size <sup>3</sup> / <sub>4</sub> " <sup>1</sup> / <sub>2</sub> "

\*Please see Exhibit 1 for a full listing of our prices and optional services

# **ATTACHMENT 2**

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

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

#### 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 6th day of May, 2019, 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 services for the Goleta Valley 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 CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by issuing a request for proposal and the Library Director determined that CONSULTANT was most qualified; and

WHEREAS, the City Council, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

#### 1. <u>RETENTION AS CONSULTANT</u>

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. <u>DESCRIPTION OF SERVICES</u>

The services to be performed by CONSULTANT are as follows:

Professional audio and visual database and processing services in conjunction with the Goleta Valley Library. Services shall generally include the provision of an audio and visual materials database, and the development and processing of audio/visual specifications for shelving at the Goleta Valley 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."

City of Goleta Library Department and Midwest Tape Page 1 of 11

### 3. <u>COMPENSATION AND PAYMENT</u>

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of \$124,709 (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, 2021, 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) <u>Payment</u>. 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. <u>CITY PROJECT MANAGER AND SERVICES BY CITY</u>

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 20, 2021, 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. Chad Lewandowski, Account Executive, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

# 9. HOLD HARMLESS AND INDEMNITY

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

Defense and Indemnity of Third Party Claims/Liability. CONSULTANT (b) 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. <u>CORRECTIONS</u>

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. <u>CONSTRUCTION OF LANGUAGE OF AGREEMENT</u>

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. <u>MITIGATION OF DAMAGES</u>

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. <u>GOVERNING LAW</u>

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. October 2018), 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.

City of Goleta Library Department and Midwest Tape Page 8 of 10

### 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. <u>CAPTIONS</u>

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. <u>AUTHORIZATION</u>

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:	Chad Lewandowski, Account Executive 147 Timberwolf Drive Holland OH 43528
	City of Goleta

City of Goleta Library Department and Midwest Tape Page 9 of 11

### 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

**CITY OF GOLETA** 

CONSULTANT

Michelle Greene, City Manager

Jeff Jankowski, Vice President

ATTEST

Deborah Lopez, City Clerk

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

# EXHIBIT A Scope of Services and Pricing Please see attached Proposal and Pricing Detail from CONSULTANT

#### Detailed Submittal Requirements and Cost Proposal Schedule

Prices shall include all labor, tools, equipment, and materials required to complete the tasks outlined in Attachment A – Scope of Services. All parts and materials not included in proposed maintenance cost should be highlighted in Section 6 (Proposal Cost) of the submitted Proposal.

Vendors submitting proposals to supply books and/or audiovisual materials (CDs, BluRays, DVDs, and audiobooks) to the City should complete the charts and supplemental questions below in Provisions A and B.

Vendors submitting proposals to provide cataloging and materials processing for books and/or audiovisual materials (CDs, BluRays, DVDs, and audiobooks) for the City should complete the charts below in Provisions C and D.

#### Provisions A through D

Description	Yes or No	Vendor Notes
Provide multiple accounts based on service specifications to be determined by the Library.	YES	No limit and no additional charge.
Provide same terms to be applied to all accounts.	YES	
Vendor ability to accept electronically transmitted orders.	YES	Fully integrated with all major ILS Systems including the Goleta Library's Polaris system.
Apply full discount to all titles for which the publisher provides a full discount to the vendor. (specify discount rates for different material types, as well as discounts for multiple copies of the same title)	YES	All titles ordered by GPL will receive a discount regardless of order size.
Distribution center located in the western region of the United States or 2-day air delivery.	YES	Single location in Holland, Ohio. Standard shipping takes 4 business days and is offered free of charge to GPL. 2-day air delivery available, for additional charge if so needed
Shipment from one or more secondary distribution centers with same terms applied (land delivery is acceptable).	YES	
Ability to place orders and receive invoices electronically utilizing EDIFACT standard.	YES	
10 days fulfillment time from date of order to shipment for books in inventory, including those with processing as described in Provision B, C & D.	YES	
Ship complete orders per Library instruction, partial shipments accepted.	YES	
Vendor ability to provide 95% fulfillment rate on orders placed for in-print books, including those		

### Provision A - Part 1- (Vendor Services)

with processing as described in Provision B, C		
& D.	YES	
Confirmation of status report available immediately upon electronic transmission of order.	YES	
Provide email notification of publication changes - title, publication date, publisher, etc.	YES	
Separation of invoices corresponding to single accounts (will not mix accounts on an invoice).	YES	
Provide one original invoice and a packing list with shipment. Electronic invoices available upon request.	YES	
Ability for Library to determine cancellation cycle with guaranteed return for credit of titles shipped after cancellation.	YES	
Project Manager assigned to library account to oversee all aspects of customer care.	YES	Maria Ortiz, mortiz@midwesttape.com 800-875-2785
Toil free phone number and email for customer service including: invoice/billing inquiries, special orders/problems.	YES	800-875-2785
Local sales representative assigned to Library.	YES	Chad Lewandowski, clewandowski@midwesttape.co
Acceptance of returns, including but not limited to vendor error and defective material.	YES	800-875-2785
Vendor pays return shipping on all accepted returns.	YES	
Added Value Service charges will not be incurred for cancellations or returns.	YES	
Library Materials are to be delivered to: Goleta Vailey Library, 500 N. Fairview Avenue, Goleta CA 93117	YES	
Shipping containers, including contents, shall not weigh more than 25 pounds.	YES	
The vendor shall not charge shipping fees that exceed standard USPS or UPS shipping rates.	YES	
The Library expects to receive items ordered in advance of the publication date at least five (5) working days ahead of the on-sale date when allowed by the publisher.	YES	
The vendor must describe any standing order plans available, such as automatic purchase or shipment plans, and the costs for such plans.	YES	Please see Midwest Tape response to Section 4, Pages 18 & 19 for summary of our Customized Standing Order Plan information. Collection Development is provided free of charge.

The vendor will preferably be able to provide a 9xx field in each bibliographic record. This field shall be populated with order information, including fund, item price, purchase order number, and order date.	YES	Please see Midwest Tape response to Section 4, Pages 2 - 4.
A monthly statement of outstanding invoices and credits.	YES	

In addition to the Vendor Services requirements listed above, please respond to the items below.

1. Describe your credit procedures, i.e. procedure for accounting for credit on returned books (Please see Midwest Tape response to Section 4, page 11 for summary of our Credits and Returns Policy) books.

2. Provide a list of non-English language collections for book materials for which you supply complete library services (i.e. catalog of 5,000+ titles, full cataloging & collection development). (Please see Midwest Tape response to Section 4, page 12 for summary of our foreign languages offered throughout our audiovisual offering.) 3. Provide a list of all publishers you charge a service fee to provide, including the amount

of charge per volume. (Midwest Tape does not charge any additional service fees to acquire publisher content.)

4. Include samples of the following with your response: ALL FREE OF CHARGE.

- a. Invoice Please see Exhibit 1
- b. Packing slip Please see Exhibit 2
- c. Status report Please see Exhibits 3 & 4.
- 5. Describe further costs, if any, to those listed above. Also include cost incentives, if any.

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

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

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

Line #	Description	Price Quote	
		Format not applicable to Midwest	Tape.
1	Trade Hardcover	List Price Less	%
2	Technical, Educational & Scientific Editions	Format not applicable to Midwest	%
3	Publisher's Reinforced Bindings	Format not applicable to Midwest	Tape. <b>%</b>
4	Paperback Books (Mass Market)	Format not applicable to Midwest	%
5	Paperback Books	Format not applicable to Midwest	%
6	Reinforced Paperback	Format not applicable to Midwest	%
7	Pre-bound (specify categories)	Format not applicable to Midwest	Tape.

				Format not applicable to Midwes	t Tane	1
8	Large Print Titles		List Price Less	ктаре. %		
U	Laige Fint hites			Format not applicable to Midwes		
9	Out of Print Books			List Price Less	%	
			Format not applicable to Midwest Tape.			
10	Spoken Word MP3 CD		List Price Less	%		
				Sold at Retail Price; repackaged into our		Case at no char
11	Spoken Word on CD			List Price Less	%	
12	Shelf Ready Cataloging and P	rocessing		List Price Less	%	
				Not applicable to Midwest Tape	offering.	
13	Mylar Book Jacket Covers			List Price Less	_ %	
14	Kapco Easycover or Equivale reinforcing paperbacks)	nt (for		Not applicable to Midwest Tape List Price Less	offering.	
15	RFID Tags a) Provided by Vendor b) Provided Goleta Valley Library			List Price Less Provided by Midwest Tape and I in our overall processing pricing	% nas been noted in	included Provision D.
16	Bar Codes			Please see Midwest Tape's Section 4 for an outil services offered. Pricing offered in Provision D b LIST Price Less		
17	Library Packaging for all Non Spoken Words CDs, MP3 CDs		(i.e.	Nease see Midwest Tape's Section 4 for an outlin services offered. Pricing offered in Provision D be List Price Less	ne of processi elow. %	9
				Full Level Records - \$1.20 per title (not p		
18	Original Cataloging			List Price Less	_ %	
				949 Item Tags provided at \$0.25 per tag.		
19	Additional Items/Charges (if a	pplicable)		List Price Less	_ %	ļ
20	DVD/BR Discounts			25% off MSRP	t mousia	1100/ off
21	Music CD			25% off MSRP for mos MSRP - Universal Mus		
	B (Collection Development):				ic me:	э. П
Description		Yes or No	Ve	ndor Notes	, 25 AL 7.	
software/inte	e collection development rnet access with sufficient logins 8) for library needs at no extra	YES	web	ary is provided an unlimited ne site users with various level a site is provided free of charge	ccess. (	f Dur
Include cust	omized collection development		1			
services at n	o extra cost.	VES		collection development -	onvices	bro fron
		YES		All collection development services are free		
time web-ba warehouse a show quantit warehouse l	site that provides electronic real- sed interface to its inventory and availability: including the ability to ties of items in stock; on order by ocation; pre-pub; out-of-stock; out 'apply direct" titles.	No		bsite does not reflect cur entory levels.	rent	
recognized p Publisher's \ Library Journ	ary reviews from nationally professional sources (such as Neekly, Library Journal, School nal, and Booklist) and/or citations he magazines in which literary ear.	YES	Ple	ase see Section 4, page	20.	

Formal and informal training and support of the online tool, including how it interfaces with Polaris, provided at no additional cost.	YES	Free training offered both on-site and webinar. Monthly training offered via live webinar or recorded programs.
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In addition to the Collection Development requirements listed above, please respond to the items below. (Please see Section 4 for outline of the below requirements.)

- 1. Describe automatic purchase plans and/or customized vendor selection.
- 2. Describe integration with Collection HQ for Discovery and Selection of materials for:
  - a. Opening Day Collections.
  - b. Books or other materials in non-English languages.
  - c. Electronic books, downloadable audio books and other formats.
- 3. Describe lease program in one exists and materials related to it, rules, costs, etc.
- 4. Describe any additional value added services provided.

#### PROVISION C (Cataloging):

Description	Yes or No	Vendor Notes
Ability to fulfill customized spine label cuttering instructions in an electronic order that override standard spine label cuttering instructions.	YES	Please see Section 4 for full detials of our Cataloging options.
Ability to assign Dewey call numbers according to Library specifications/ customizations	YES	Please see Section 4 for full detials of our Cataloging options.
Ability to overlay catalog full MARC 21, Level K, records over brief acquisition records in ILS	YES	Please see Section 4 for full detials of our
Do you interface with the Polaris ILS system?	YES	Cataloging options. Please see Section 4 for our free Polaris ILS inte

services. In addition to the Cataloging requirements listed above, please respond to the items

below. (Please see Section 4 and Attachment A for full details for compliance with the below noted requirements.)

- 1. Provide the following:
- a. Source of MARC 21, Level K, records.
- b. Sample of typical MARC 21, Level K, record.
- c. Outline of delivery method for MARC 21, Level K, records to customer.
- 2. Given Library does not accept brief MARC records, describe the cataloging process
- for materials without existing full MARC 21, Level K, records.

3. Library uses Dewey Decimal System.

#### PROVISION D (Materials Processing): Format not applicable to Midwest Tape.

Cost	Description	Supplier	Library Notes
	Clear plastic jackets	Vendor	Only for hardcover books
	Vendor encoded RFID Tag	Vendor	Inside back cover, staggering, ¼" from the spine and ¼" between tags.
	Barcode protector	Vendor	Over barcode, only for board books and library bond books
	Spine label	Vendor	1 x 1½ white label with a call number and / or cutter, on spine of dust cover or book, under adhesive plastic or jacket cover. 1/8" from bottom,

			centered, for JNF ap bottom	pply vertical reading top to	
	Spine label protector	Vendor	Over spine label, only for items with no clear plastic jackets		
	Ownership Sticker	Vendor	Sticker Goleta Valley Library- Fire Engine Red		
			Solvang Library – Ca	altrans Orange	
3			Buellton Library – Buff Tan		
			1/4" from the left edge		
	onal stickers include		· · · · · · · · · · · · · · · · · · ·	ving:	
Cost	Description	Supplier	Notes		
	MYSTERY	Vendor		ve the call number, and bel protector/clear plastic jacket	
	SCIENCE FICTION	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacke		
	YOUNG ADULT	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacke		
	NEW	Vendor	Centered on spine, at the top of the book OVER the spine label protector/clear plastic jacket		
	GENRES FOR JUVENILE BOOKS (various)	Vendor		Affixed to spine above the call number, and JNDER the spine label protector/clear plastic jacket For juvenile books only, affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket	
	HOLIDAY (various)	Vendor	call number, and UN		
	WESTERN	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket		
Accom	panying materials pro	cessing includ	des but is not limit	ted to the following:	
	Clear CD/DVD pocket	Vendor	Use only if item not attached then, place on inside back cover, centered, if pertinent		
	4	udiobook Phys	sical processing		
Cost	Description	Supplier	Placement	Application Notes	
\$.99	Encoded RFID Tag	Vendor	Attach on inside back of graphics, lower right corner	All materials	
\$0.00	Property Label GVL – Red Label Solvang – Orange Label Buellton – Tan Label	Vendor	Printed on front cover insert, reading vertically down along spine, ¼" from spine.	All materials	

\$0.00	HUB Label with 2 letter branch code and last 4 digits of barcode	Vendor	Attach to center of CD. Use GO, BU, SO codes	
\$0.00	Repackaging	Vendor		Repackage into standard DMP cases
\$0.00	Barcode	Vendor	Midway along top cover ¼" from top	All materials
\$0.00	Spine Label	Vendor	Spine of graphics flush with the bottom edge	
\$0.00	Additional spine labels (Genre, New, etc.)	Vendor	Apply on the outside of case above the spine label/genre.	Only for items that meet spec criteria.

### Audiobook spine and call number details

- 1. Refer to table below for font and size specifications
- 2. Placed flush with the spine's bottom edge
- 3. Omit punctuation
- 4. Spell out numbers and exponents

5. Cutter with author's full last name for fiction, and Dewey Decimal up to 4 numbers after decimal plus author's full last name for non-fiction. Biographies should have full last name for the subject of the biography.

DVD/BluRay Physical processing					
Cost	Description	Supplier	Placement	Application Notes	
\$0.99	Encoded RFID Tag with 2 letter branch code (stingray type) GO BU SO	Vendor	Center of disc; for multi discs item, place tag on 1 <sup>st</sup> disc	All materials	
\$0.26	If it is a double sided disc, use the donut HUB with 2 letter branch code and last 4 digits of barcode	Vendor	Center of disc	All materials	
\$1.98	Repackaging	Vendor	N/A	Repackage into standard cases for DVD/BluRay	
\$0.25	Barcode	Vendor	Front, middle, top	All materials	
\$0.26	Spine label	Vendor	Place on spine of DVD/BluRay case, bottom, centered	1 x 1 ½ white label	
\$0.25	Branch label	Vendor	Branch sticker placed vertically down front cover,		

Please note that the services above for DVDs are inclusive of all requirements through our VIP digital processing program. Please see Section 4, page 25 for full details.

- · ·	<b>*</b> · · ·		_
		left side, ¼" from	
		spine	

#### DVD/BluRay spine and call number details

- 1. Refer to table below for font and size specifications
- 2. Placed flush with the spine's bottom edge
- 3. Omit punctuation
- 4. Spell out numbers and exponents

5. Cutter with author's full last name for fiction, and Dewey Decimal up to 4 numbers after decimal plus author's full last name for non-fiction. Biographies should have full last name for the subject of the biography.

	C	D Physical	processing	
Cost	Description	Supplier	Placement	Application Notes
\$0.99	Encoded RFID Tag with 2 letter branch code (stingray type) GO BU SO	Customer	Center of disc; for multi discs item, place tag on 1st disc	All materials
\$0.26	If it is a double sided disc, use the donut HUB with 2 letter branch code and last 4 digits of barcode	Vendor	Center of disc	All materials
\$1.98	Repackaging	Vendor	N/A	Repackage into soft, see- through, plastic sleeve
		CD Digital p	rocessing	
\$0.25	Barcode	Vendor	Font, middle, top	All materials
\$0.26	Spine label	Vendor	Front, upper left	Size ¾ x 1
\$0.25	Branch Label	Vendor	Down left side, front cover insert	Size 3/4" 1/2"

Please note that the services above for Music CD's are inclusive of all requirements through our VIP digital processing program. Please see Section 4, page 25 for full details.