

**PURCHASE AGREEMENT BETWEEN THE
CITY OF SOUTH SAN FRANCISCO AND
BAKER & TAYLOR, LLC**

These terms and conditions govern the purchase of materials, supplies, and/or equipment, including any related installation, training, and/or minor services and repairs described in this Purchase Agreement (“Purchase Agreement”) by Baker & Taylor, LLC (“Vendor”) for the City of South San Francisco (“City”). Vendor and City are collectively referred to in this Purchase Agreement as “the Parties.” If the Vendor selects subcontractors to execute a portion of the terms of this Purchase Agreement, that subcontractor is an agent of the Vendor, and is hereby included by reference as “the Vendor.”

1. Time of Performance. This Purchase Agreement shall commence effective June 1, 2023 and shall end by June 30, 2025. In the event that any of the terms of Exhibit A conflict with this Purchase Agreement, the terms of the Purchase Agreement shall prevail.
2. Description of Goods. Vendor shall perform everything required to be performed and shall provide and furnish to City with library materials as described in Exhibit A and shall complete delivery to the City of South San Francisco in strict accordance with the specifications as established by this Purchase Agreement and Exhibit(s), which specifications are incorporated herein and made part of this Purchase Agreement.
3. Description of Purchase. The City hereby agrees to pay Vendor for the Products and/or Services with a not to exceed amount. The total compensation for Products and/or Services performed under this Purchase Agreement is **not to exceed three hundred thousand dollars (\$300,000)**. The City shall pay Vendor invoices for Products and/or Services actually delivered in accordance with this Purchase Agreement. To be eligible for payment, Vendor invoices must itemize the Products and/or Services delivered and the corresponding prices in accordance with this Purchase Agreement. Payment of Vendor invoices does not constitute acceptance of Products and/or Services delivered. Prices of Products and/or Services delivered that are not in accordance with this Purchase Agreement are subject to adjustment. In no event will the prices of Products and/or Services delivered exceed that specified on this Purchase Agreement. Payments shall be subject to adjustment for defects in quality or failure of Vendor to meet terms and conditions herein and in Exhibit A. Such adjustments shall be equal to one hundred percent (100%) of City’s costs to correct such defects or Vendor’s failure to meet Purchase Agreement requirements.
4. Taxes. Vendor shall pay all applicable federal, state and local taxes, which may be chargeable against the delivery of the Products and/or Services listed herein.
5. General Warranties and Product Compliance. Vendor warrants that: (A) All Products and/or Services are as described on this Purchase Agreement conform to all drawings, samples, descriptions and specifications contained in Exhibit A; (B) All Products and/or Services delivered are new and of good merchantable quality, free from material defects of workmanship and fit for the purpose for which sold or provided; (C) Vendor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Vendor's delivery and installation of the Products and/or Services will be in strict conformity with all applicable local, state, and federal laws. For purposes of this warranty, any Products or components not meeting the foregoing quality shall be deemed defective. The foregoing warranty provisions shall also be applicable to equipment or materials provided by a third-party entity to Vendor via this Purchase Agreement.

Vendor also expressly warrants and guarantees, as noted in Exhibit A, for Lifetime the Products furnished by it to City shall be free from breakage or defects of material and workmanship under normal use, service and maintenance from the date of acceptance of the City, and expressly agrees to repair or replace Products and/or Services or any part thereof which proves defective as a result of inferior or defective materials, equipment or workmanship. If within the period stated above, any repairs or replacements in connection with the Products and/or Services are, in the opinion of the City, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Vendor agrees on receipt of notice from City and without expense to the City, for freight, parts or labor, to properly repair, replace or correct any and all such defects therein. If Vendor, after such notice, fails to proceed promptly with the terms of this warranty and guarantee, the City may perform the work necessary to effectuate such corrections, repairs and replacements, and recover the cost thereof from Vendor.

6. Damage to City Facilities. Damage to City or public facilities or private property caused by the Vendor or by its subcontractors during delivery or installation shall be repaired and/or replaced in kind at no cost to the City.
7. Site Safety and Cleanup. The delivery and installation site shall be kept clean and free of hazards at all times during installation. After installation is completed at the site, Vendor shall clean the surrounding area to the condition prior to installation.
8. Final Inspection and Work Acceptance. Finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.
9. Indemnity. To the fullest extent permitted by law, Vendor shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the "City Indemnitees") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (collectively, "Liability") of every nature arising out of or in connection with the delivery and installation of the Products and/or Services described on this Purchase Agreement or Vendor's failure to comply with this Purchase Agreement, except such Liability caused by the gross negligence or willful misconduct of the City Indemnitees.
10. Insurance. Before beginning any installation work and continuing throughout the term of this Purchase Agreement, Vendor, at its sole cost and expense, furnish the City with certificates of insurance evidencing that Contractor has obtained and maintains insurance in the following amounts:

A. Workers' Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Vendor, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Vendor's insurance. If the Vendor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

The City Risk Manager, in writing, may approve a variation in the foregoing insurance requirements. A valid and executed approval by Risk Manager must accompany this Purchase Agreement for a variation to be binding.

11. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Vendor or by any subcontractor shall receive the wages herein provided for. The Vendor shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Vendor to each worker.

An error on the part of an awarding body does not relieve the Vendor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The City will not recognize any claim for additional compensation because of the payment by the Vendor for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Vendor.

A. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Vendor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

B. Payroll Records. Each Vendor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

12. Payment of Employment Taxes; Tax Withholding. Vendor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Vendor must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit B. Unless Vendor provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Vendor as required by law. Vendor shall obtain, and maintain, on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Vendor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Vendor's withholding duty to City upon request.
13. Termination. In addition to all other legal and equitable rights of the City, the City may terminate this Purchase Agreement upon notice to the Vendor. If the City terminates this Purchase Agreement, the City will pay the Vendor for Products and/or Services accepted in accordance with this Purchase Agreement prior to the date of termination.
14. Prevailing Party. In the event that either party to this Purchase Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Purchase Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.
15. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Vendor: Baker & Taylor, LLC
2810 Coliseum Centre Drive Suite 300
Charlotte, NC 28217-4574

City: City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

16. Assignment, Governing Law. The Vendor may not assign any of Vendor's obligations under this Purchase Agreement without the City's prior written approval. This Purchase Agreement is governed by California law. The jurisdiction for any litigation arising from this Purchase Agreement shall be in the state of California, and shall be venued in the County of San Mateo.
17. Severability. If any portion of this Purchase Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Purchase Agreement.
18. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Purchase Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

19. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

CITY OF SOUTH SAN FRANCISCO
A Municipal Corporation

VENDOR

By: _____
City Manager

By: _____

Approved as to Form:

City Attorney

2729963.1

DRAFT

EXHIBIT A
SCOPE OF SERVICES

Including Pricing Proposal, Discount Terms and Conditions of Sale, Customized Library Services (CLS),

Pricing Proposal

- Print materials - \$4.50/unit. Blended price including all cataloging, all processing components, and project management services.

Vendor proposes the following pricing for print and spoken word material. Baker & Taylor/CLS ("Vendor") reserves the right to adjust pricing if the City's requirements change at any time throughout the project. Pricing is based upon the library's processing and cataloging requirements. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Baker & Taylor/CLS may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then CLS may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by CLS unless otherwise noted.

PRINT ONGOING COLLECTION SERVICES.....\$4.50/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. MYLAR JACKET
5. LABEL PROTECTORS
6. PROPERTY LABEL
7. SPINE LABEL
8. GENRE/COLLECTION LABELS
9. BARCODE LABEL
10. NEW LABEL
11. DATE LABEL
12. BRANCH/LOCATION LABEL
13. OTHER LABELS
14. LINK AND AFFIX BAKER & TAYLOR SUPPLIED UNIVERSAL RFID TAG
15. HUB/CLEAR PLASTIC POCKET FOR ADDITIONAL MATERIAL

SPOKEN WORD AUDIO ONGOING COLLECTION SERVICES.....\$7.50/UNIT /Note 1

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. REPACKAGE ALL ITEMS INTO STANDARD DMP SPOKEN WORD AUDIO CASES
5. DIGITAL MEDIA PROCESSING TO INCLUDE: BANNER, SPINE LABEL, BRANCH LABEL, Property Label, Barcode Label, Genre Label, Look For Label
6. LINK AND AFFIX BAKER & TAYLOR SUPPLIED UNIVERSAL RFID Tag

ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:

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

LAMINATE PAPERBACK COVERS (ADDITIONAL)
10 MIL\$2.15/UNIT
7 MIL\$2.05/UNIT

ORIGINAL CATALOGING
.....\$10.00/TITLE

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

NOTE 1: DUE TO SUPPLIER RESTRICTION, DIGITALLY SCANNED ARTWORK IS NOT AVAILABLE FOR BLACKSTONE AUDIO EDITIONS.

Specifications

Shipping & Fulfillment

- Provide multiple accounts based on service specifications to be determined by the City. Provide same terms to be applied to all accounts.
- Vendor ability to accept electronically transmitted orders. Vendor systems support electronic order, acknowledgement, and invoicing functionality, with any compatible ILS.
- Customized City Services accounts will be supplied from a primary service center location. Should the City opt for product-only (non-processed) accounts, a secondary warehouse may be utilized.
- Ship complete orders per City instruction, partial shipments accepted. We will be pleased to work with the City to develop shipping schedules to accommodate account needs.
- Vendor ability to provide 95% fulfillment rate on orders placed for in-print and available books, including those with processing as described in Provision B, C & D.
- Confirmation of status report available immediately upon electronic transmission of order. Each line item is identified as Confirmed/Backordered/Cancelled.
- Provide email notification of publication changes - title, publication date, publisher, etc. on standing order materials.
- Separation of invoices corresponding to single accounts (will not mix accounts on an invoice). Invoices are generated per account number; titles purchased and related services are itemized on the invoice.
- Provide one original invoice and a packing list with shipment. Electronic invoices available upon request. An invoice is enclosed in each shipment. A packing list is enclosed in carton of the shipment. Electronic invoicing services are available with any compatible ILS.
- Ability for City to determine cancellation cycle with guaranteed return for credit of titles shipped after cancellation. The backorder timeframe associated with each account will be established by the City. Any backordered items not available for shipment within the established timeframe will be cancelled automatically from order. Titles shipped in error after the cancellation date may be returned for full account credit.
- Project Manager assigned to library account to oversee all aspects of customer care. Upon award, a Customer Success Manager (CSM) will be assigned to oversee all account activities
- Toll free phone number and email for customer service including: invoice/billing inquiries, special orders/problems. Gayle Floyd, Manager-Customer Administration (Account Coordinator)
Gayle.Floyd@baker-taylor.com 800-775-1200, ext. 2720
- Sales representative assigned to City. Peter DeVries, Area Sales Consultant
Peter.DeVries@baker-taylor.com 800-775-7930, ext. 1450

- Vendor will accept the authorized return of any damaged, defective, or mis-shipped item.
- Vendor pays return shipping on all accepted returns. Describe your return or refund procedures and additional fees applied for returned materials such as shipping or restocking.
- Vendor will accept the authorized return of any damaged, defective, or mis-shipped item. There are no shipping or restocking fees associated with authorized returns.
- Added Value Service charges will not be incurred for authorized cancellations or returns. Items cancelled (prior to entering Vendor workflow) will have no associated fees. Items received as authorized returns will be credited in full (product and processing fees).
- Training for any Vendor product or service is available free of charge. Vendor's Area Sales Consultant will be pleased to assist the City staff with any questions and will schedule training sessions as needed.
- Ability to provide credits for processing and or cataloging mistakes associated with shelf-ready service. Any item processed incorrectly due to Vendor error will receive an account credit.
- Ensure shelf-ready materials delivered before the item release date to be placed in circulation on the release/street date. Vendor will work to ensure that Best Sellers and popular new titles are released in the system as soon as possible, based on publisher/producer guidelines. Once titles are released in the system, Vendor will catalog and process materials and ship to the library prior to street date. For items ordered "product only" (no cataloging and processing), the majority of these orders will be delivered 1-2 business days prior to street date. Items requiring Vendor customized cataloging and shelf ready processing will be delivered on or about street date, provided that Vendor has received the titles from the publisher in a sufficient amount of time prior to street date. While it will be our target to have material cataloged and processed within the time frame above, this goal will not be obtainable 100 percent of the time, as Vendor is reliant on the publisher to provide our copies of new releases in a timely fashion. Best Seller Definition: Best sellers are titles for which Vendor has contractual obligations not to release prior to street date. The street date is determined by the publisher/producer and is a data element displayed in TitleSource 360™. It is recognized that publication dates announced by the publishers/producers do not mean "street date". Publication dates are flexible and serve as a guide from the publishers/producers as to when a title might be for sale. Therefore, any item without a street date in TitleSource 360™ will not be defined as a "Best Seller" for the purpose of this agreement. Vendor offers further definition of the titles and services included. Eligible titles:- must have an established street date as reported in TitleSource 360™- must be delivered to Vendor by publishers/producers in a sufficient amount of time prior to the designated street date. Additionally, Our Collection Development lists cover a wide variety of bestselling editions. As all predicted bestselling titles do not have the same broad-base reader/viewer appeal, all may not qualify as high-visibility titles. Eligible titles for this analysis will be those identified by Vendor Buying staff as high-visibility titles. Collection Development will work with the City to identify any high-visibility titles within the monthly selection lists. We recommend final quantity order for each title should be placed 2 months prior to the scheduled street date to ensure delivery of all copies.
- Credit memos will be issued for any account credit associated with a returned title.

Collection Development

- Access to Title Source will be provided free of charge (Administrative position and unlimited user positions). An optional workflow bundle (grid ordering, MARC profiler, standard full text reviews, and unlimited user positions) is available for an annual fee of \$995.00.
- Ability to create a cart or a list of titles and for library staff to add notes to specific titles on the lists for internal library use (for example, to indicate title was requested by patron xyz). Users under the same Administrative umbrella may work in individual or shared carts. Each title entry selected has a freeform note field for the selector's use.
- Ability to create shared carts. Users under the same Administrative umbrella may work in shared carts. Each sharing user may be assigned certain cart privileges by the cart owner.
- Standard collection development lists are provided as carts within Title Source (publications, standard new release lists, etc.).
- Profiled list services are fee based, depending upon the complexity of the list request. Standing order options are available for print, DVD, and Music CD formats.

Cataloging

- Final MARC 21 bib records will be Level K or higher. Acquisition records, derived from Title Source at the point of order, will be customized, best available, MARC records with your required ILS data including, but not limited to, notes, location codes, fund codes, collection codes, item template names, etc. to create on-order records. These may be brief records.
- Ability to catalog materials to library specifications; including customized MARC 21, Level K, records with item level 949 fields.
- Ability to fulfill customized spine label cutting instructions in an electronic order that override standard spine label cutting instructions. Call number can be passed via TS360 grid enabled cart directly to Vendor or via the ILS acquisition module.
- Ability to assign Dewey call numbers according to City specifications/ customizations
- Ability to overlay catalog full MARC 21, Level K, records over brief acquisition records in ILS

Processing

Print materials - \$4.50/unit

Blended price including all cataloging, all processing components, and project management services:

- Clear plastic mylar jackets. Only for hardcover books with dust covers. These will be taped not glued.
- RFID tag, Inside back cover, staggering, ¼" left from the spine.
- Barcode (No duplicate barcodes on any materials.) Upper right-hand corner of fly leaf page.
- Barcode protector. Over barcode, only for board books and library bond books
- Spine label. 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. Label size is 1.5 X 1.5.
- Spine label protector. Over spine label, only for items with no clear plastic jackets, only for board books, paperback, and library bond books
- Other exposed labels. Affix label protectors over all other exposed labels
- Date label. Label the current date below barcode.
- Ownership label applied based on to which branch item belongs. Affix on top left of inside of fly leaf page about ¼" from spine.
- Property label. Label is vendor supplied.
- Additional Spine Labels. Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket. Items may be Young Adult, genre specific, picture books, holiday, graphic novel, world language, etc.
- NEW sticker centered on spine, above the spine label protector/clear plastic jacket/call#
- HUB Label library name. Attach to any CDs or DVDs.
- Clear CD/DVD pocket. Use only if item not attached then, place on inside back cover, centered, if pertinent information is on inside back cover, move to back flyleaf or back of last page. Do not overlap with RFID tag.

Baker & Taylor
Discount Terms and Conditions of Sale (Firm Order Print/Standing Order/Spoken Word
CD)

South San Francisco Public Library

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

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	D - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	43.5%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	43.5%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.0%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.0%
V.	Mass Market Paperback Editions	P	40.0%
VI.	Single Edition Reinforced (Juvenile)	R	20.0%
VII.	Publisher's Library Edition (Juvenile)	Z	20.0%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0 %
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 5.0 % X = 5.0 % N = 0.0 %(b) L = 5.0 % (c)(d) 7 = 20.0% (d) M = 5.0 % (c)(d) 1 = 20.0% (d) T = 0.0 % U = 10.0 % V = 0.0 % W = 0.0 % 4 = 0.0% Letter O = 0.0 % 5 = 0.0 % 6 = 5.0 % 8 = 5.0 %
X.	Imported English and Non-English Language Editions	F/K/3	0.0%
XI.	Enhanced Service Program	Y / Q	0.0 % (e)
XII.	Spoken Word Audio	H	45.0%
XIII.	Board Books	I	20.0 %
XIV.	Novelty Items/Activity Books	I	20.0 %
XV.	Special Programs, such as: - Paw Prints Editions - Turtleback Editions	D E	D = 0.0 % E = 15.0 %

(a) Please see Exhibit 4 for full category definitions, which are attached hereto and incorporated herein by reference. Material produced for Text Stream print-on-demand services may fall into any category.

(b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.

(c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

(d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.

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

Baker & Taylor
Discount Terms and Conditions of Sale

Also, please note that:

- x Publisher's list price is subject to change without notice.
- x Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- x Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- x Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- x Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- x For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- x For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- x For Paw Prints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- x Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- x The discount terms and conditions listed apply to Baker & Taylor's Continuation Service.
- x Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.



Customized Library Services Description

Project Management

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

All project teams consist of a minimum of a Customer Success Manager, collection development manager, an automation specialist / cataloging / processing manager, and an account coordinator. Team members are responsible for managing their assigned resources to complete the project. In turn, each team member works closely with the Success Manager to ensure compliance to all requirements.

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

Upon successful award, the Customer Success Manager (CSM) immediately contacts the library's project coordinator to begin developing the partnership that will carry throughout service to the library or the projects' completion. At this time, the CSM contacts the library to review the next steps in the process, to schedule possible site visit dates, and to request samples of barcodes, genre labels, ownerships labels or other labels as applicable. The CSM will work with the library to schedule a series of conference calls, including the appropriate B&T and library project team members. The goals of these calls will be to establish connectivity to the library's catalog, review the cataloging and processing specifications supplied in the proposal process and further define them if needed, profile any collection development needs, and assist in the coordination of any electronic ordering/account set up. At the end of these conference calls, all project team members will review their notes and will provide a comprehensive requirements documentation package to the library. Upon receipt of the library's approval of the requirements package, the team will create cataloged and processed samples.

The CSM will deliver these samples to the library, giving our staff an opportunity to further confirm our understanding of requirements. At this time the CSM can walk the library through placing their first orders and discuss a fulfillment schedule with the library. Ultimately, the key to successful project management is communication. Internally, we emphasize and focus on team communication for facilitation and completion of all processes and tasks. Externally, this communication is no less important. Team to team communication between the library and our team builds a confidence and the environment that is needed for the successful completion of any project. In support of this "communications environment", the CSM is responsible for establishing regular conference calls with the library and all B&T team members.

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

Collection Development

Baker & Taylor emphasizes a project-oriented approach in every aspect of the management of Customized Library Services. Collection Management follows these same rules of engagement.

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

- Contact designated library collection development staff for purpose of introductions and to acquire additional general information about the project or ongoing service requirements.
- Provide the designated library collection development staff copies of Collection Management profiling documentation in order to familiarize the library staff with the means with which B&T Collection Management librarians will document and record collection parameters.
- Set meetings up with the library to perform focused conferences with the library's collection development staff in order to discuss and document detailed collection development requirements.
- Document, restate, and, as necessary, edit, with the library's input, the information acquired in the previous step. This will be presented to the library for sign-off as a confirmation of our understanding of the collection parameters.
- A tentative list production schedule will also be supplied, and any technical/system issues will be addressed and documented.
- Upon sign-off, B&T Collection Management will provide sample selection lists/media for review by the library and will use feedback as a source of finetuning the documented requirements.
- Upon Library approval of sample lists and parameters, B&T Collection Management librarians will begin list/media production.

If the library needs to adjust requirements after documentation sign-off, B&T Collection Management librarians will document the change and make necessary adjustments to support processes, output, and schedules

Cataloging Methodology

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

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

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

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

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

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

Library. On a weekly basis, an electronic file is sent to OCLC to update the library's holdings for all contributed records.

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

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

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

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

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

Processing Services

The Customized Library Services department has over 300 trained professionals staffed to handle the library's customized requirements. These staff members are dedicated to meeting the library's requirements and exceeding your expectations. Our commitment to excellence and doing the job right the first time is unmatched in our industry. After cataloging is complete, the processing department completes the physical processing of each item. The processors review the processing instructions gathered at the site visit. Following these instructions, the processor attaches the spine label, barcode, and any special labels required by the library. After the application of all physical components, the library's materials move to the jacket selection area.

Experienced technicians size the books so the appropriate Mylar jacket can be applied to the dust cover of the book. After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

Back Audit / Quality Control

The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross referencing the completed processing and the processing instructions gathered at the site visit. Once the library's material passes this stage, the order is ready to be staged for delivery to the library.

EXHIBIT B
INSURANCE CERTIFICATES

DRAFT