

AGREEMENT WITH BAKER & TAYLOR TO PROVIDE LIBRARY MATERIALS AS PRIMARY VENDOR

This Agreement, made and entered into this _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **BAKER & TAYLOR**, an LLC ("CONTRACTOR"), whose address is 2810 Coliseum Centre Dr., Suite 300, Charlotte, NC 28217.

RECITALS:

A. CITY desires certain library materials vendor services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these library materials vendor services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on August 17, 2021 and be completed on or about June 30, 2024. After the initial three-year term, there will be an option to renew the agreement for up to three additional years.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee pursuant to rates stated in Exhibit B, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY'S request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTORS wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTORS standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: James Moore
City Librarian
San Mateo Public Library
55 W. Third Avenue
San Mateo, CA 94402

To CONTRACTOR: Baker & Taylor
Attn: Jennifer Rhyne
2810 Coliseum Centre Dr.
Suite 300
Charlotte, NC 28217

**SECTION 21 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Drew Corbett
City Manager

Date

Jennifer Rhyne
Baker & Taylor

Date

APPROVED AS TO FORM

Prasanna Rasiah, City Attorney Date

EXHIBIT A

SCOPE OF SERVICES

San Mateo Public Library
RFQ
For Blanket Purchase Order for Purchase of Library Materials

Baker & Taylor Proposal Response

Scope Of Services/Service Description

Baker & Taylor will provide books, audiobooks, DVDs and CDs with shelf ready cataloging and processing to the San Mateo Public Library, as well as customized collection development services.

Baker & Taylor reserves the right to renew the terms and conditions of the resulting contract if mutually agreeable to the contracting parties.

Baker & Taylor will invoice the Library as orders are delivered Baker & Taylor's payment terms are net 30 days from the date of invoice. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility. If storage is required, Baker & Taylor will store the materials in a fully insured and climate-controlled facility until the desired shipment dates. Invoices are mailed to the Library at the time invoicing occurs.

Baker & Taylor will provide customer service which includes inventory, access, and supplying materials in a timely manner to the Library per the specifications included in Exhibit A.

Baker & Taylor will provide customized collection development services as described in Exhibit B.

Baker & Taylor will provide materials cataloged and processed according to the Library specifications included in Exhibit C.

Baker & Taylor will comply with the provisions in the RFQ and the terms and conditions of the contract as outlined herein. Upon award of this RFQ by the San Mateo Public Library to Baker & Taylor, this document submitted by Baker & Taylor and the RFQ Document submitted by the San Mateo Public Library will become part of the contract agreement between the two parties.

Organizational Background

Baker & Taylor has a long-standing tradition of being the "any book" wholesaler. We are a leading full-line distributor and audiovisual products to library facilities. The oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 185 years. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of

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materials and range of services in the industry. Currently, our national distribution network is comprised of four book and audio-visual distribution centers that maintain a combined inventory of over 17.5 million items and over 1 million unique media & book titles, Baker & Taylor's leveraging of its inventoried titles from over 75,000 publishers and imprints provides the highest possible fill rates in the industry. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 7 million items. No other vendor will be able to provide the comprehensive level of services and the efficiencies we can provide.

Customized Library Services:

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

Baker & Taylor's History:

Baker & Taylor began in 1828 as a Hartford, Connecticut bindery and subscription book publisher. Founders, David Robinson and B. B. Barber, then opened a bookstore to distribute their own and other publisher's materials. Seven years later, Robinson and Barber moved their rapidly growing business to New York City. In 1885, James S. Baker and Nelson Taylor acquired the company, which was now focused on the of other publisher's materials. In 1912, B&T discontinued publishing altogether devoted itself entirely to the wholesaling of all types of library materials. In 1970, W.R. Grace & Co. bought Baker & Taylor. During the '70's and '80's, B&T experienced significant growth, increasing our market share and providing greater breadth of services to all consumers and markets.

Baker & Taylor's senior management and the Carlyle Group acquired Baker & Taylor in 1992 and in July of 2003, Willis Stein & Partners acquired Baker & Taylor. In June of 2006, Castle Harlan, Inc. acquired Baker & Taylor. Baker & Taylor is headquartered in Charlotte, North Carolina, and operates distribution, technical support, and sales centers worldwide. Our Charlotte location maintains all sales administration, human

resources, and finance operations. Book distributions centers are strategically located Bridgewater, New Jersey; Commerce, Georgia; Momence, Illinois; Reno, Nevada.

Administrative Structure:

While Baker & Taylor serves a great number of diverse markets and customers our company is primarily divided into two main areas. Baker & Taylor's Library & Education division focuses on our library customers, including public, school, international and special libraries. Baker & Taylor's Retail division focuses on traditional and internet retailers, as well as international customers.

Libraries

Baker & Taylor has long-term relationships with libraries of all sizes and types across the country. We provide products and services to public libraries and school libraries. In addition, we support corporate libraries, government libraries, association libraries, and many other special libraries.

Retailers

Baker & Taylor is a full-service distributor to retailers of all varieties. We support independent and chain bookstores, as well as video stores and music stores. In addition, we are a valuable partner to specialty stores, grocery stores, and other retail stores that carry entertainment products.

The Internet

Baker & Taylor offers drop-ship fulfillment services to a wide variety of internet vendors. With the unique ability to combine book, video, and music products in one box, shipped directly to a consumer's location, we are a leader in direct fulfillment for large consumer products websites, as well as smaller specialty websites.

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International

Baker & Taylor is the single source of supply of United States book needs for international customers, including libraries, retailers, wholesalers, and a variety of other international partners. With door-to-door freight services, electronic ordering, and a team of international service representatives, we meet the needs of companies worldwide.

Completion and Submission of Exhibits A, B, C, & D

Exhibit A (Vendor Services):

1. Credit Procedures:

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

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2. Non-English Language Collections:
Baker & Taylor supplies book materials with complete library services for a wide range of non-English language materials as they are available to Baker & Taylor. Our most robust foreign language collection that meets your description of 8 catalog of 5,000+ titles, with full cataloging & collection development would be Spanish Language materials. Please note, items that require Original Cataloging will be charged an additional \$10.00/title fee for Original Cataloging Services.
3. No service charges or fees will be charged to San Mateo Public Library for materials from specific publishers.
4. We have included samples of the following items per your request:
 - a. Invoice (Appendix 6)
 - b. Packing slip (Appendix 7)
 - c. Status report (Appendix 8)
5. CLS Pricing, Discounts and Terms:

Customized Library Services Blended Price

The pricing outlined in San Mateo's Exhibit D and on Baker & Taylor's Appendix I is for CLS shelf ready services and is a blended unit price based on the volume of material to be ordered, processing components requested, and the complexities of the library's cataloging requirements. Our unit price is all inclusive of the services requested by the library including, but not limited to cataloging, processing, and project management. This price does not include Laminated Covers or the Vinabind process for Paperbacks or Original Cataloging. CLS processing means the library receives and shelves the material right out of the cartons. CLS truly means system and shelf ready. Please refer to Appendix I for additional information.

Book and Spoken Word Audio Terms

Baker & Taylor is pleased to offer discounts from the publisher's list price for book materials. The discounts extended by Baker & Taylor are applied to the current publisher's list price, however, publisher's list price is subject to change without notice. Your discount will be applied to the publisher's list price at the time of shipment. Please refer to Appendix 2 for detailed discount information.

AV Discount Terms

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

assigned by Baker & Taylor. AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturer's Suggested Retail Price.

ENHANCED SERVICES PROGRAM

"Baker & Taylor's Enhanced Services Program" (Appendix 4) 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.

Shipping Terms

Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility. Invoices are mailed to the library at the time invoicing occurs.

Exhibit B (Collection Development):

As part of Baker & Taylor's comprehensive proposal, we are pleased to offer a Title Source package to the Library Free of Charge. This configuration includes an Administrative ID, unlimited user ids, FirstLook Custom services and grid ordering and MARC profiler capabilities. Access to full text reviews will be available to the library for a subscription fee of \$1,495 per year.

Title Source 360

Baker & Taylor's Title Source 360 is a revolutionary new way to order product from one trusted source. Through the latest innovative technology, Title Source 360 provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process.

Baker & Taylor's Title Source is the most extensive database of bibliographic acquisitions information for U.S. publications. Each record gives current print status (i.e., Not-yet-Published, Out-of-Print), in-stock availability, and latest list price. Title information is updated daily.

Title Source 360 Benefits:

- Largest database of book titles
- Fast, customized search results based on prior searches or user profile
- Intuitive interface
- Inventory view and title searching within cart
- Product release calendar
- Special offers and promotions
- Live customer support
- Customized profiles
- Streamlined order management
- Simple batch entry upload and ordering process

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Title Source 360 makes it faster and easier to order books — now you can have millions of products at your fingertips with one easy-to-use ordering system.

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

Key Features of Title Source 360™ are:

- Updated daily to insure accurate and current information, including in-stock pre-publication, and new release titles
- Real-time inventory data
- Rich bibliographic information, including over 4.8 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher, and publication
- Fully searchable Tables of Contents (1,300,000) and Annotations (4.1 Million). Approximately 900,000 full-text reviews, including Kirkus, Library Journal, Publishers Weekly, School Library, Journal, Horn Book, Choice, VOYA, BookPage, Foreword, AudioFile and E-Streams
- Automatically access titles by review publication date
- Over 45 search indices, including BISAC, LC and Dewey classes
- Download MARC records into your ILS system with 9XX tags
- Access to Lease Pre-publication lists and Quick Cali Call lists
- Access to look up ISBNs in library OPAC with one click
- Administrator determines levels of access for user IDs

System Requirements:

- Internet Explorer (version 5.0 or higher)
- An internet connection (56K or higher recommended)

Easy Cart Creation and Management

The innovative cart drawer is easily accessible on every page, so you can keep your lists and carts organized. Choose from multiple batch entry options: basic data entry, copy and paste and file import—multiple formats are supported.

Innovative Shared Cart Workflow

Share your cart with multiple users and control each step of the process, including selecting who can perform which function and assigning completion deadlines.

Key Ordering Features of Title Source 360™ are:

- Create, merge, copy, export, and transfer selection carts. Carts can even be emailed to other users

- Duplicate checking between orders and selection carts
- Ordering grid capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields.
- Order grid information may be downloaded to the library's ILS system for ordering and/or transmitted to CLS in the electronic order file sent from Title Source 360.
- Title Source 360 is designed to support library workflows, and is integrated with Baker & Taylor's collection development service FirstLook™ and your integrated library system (ILS).

Shared Cart Functionality:

- Simultaneous Access to or Sharing of a single cart by multiple users within single TS360 account. Administrator determines levels of access for user IDs.
- Enhanced Duplicate Checking allows a user to perform a duplicate check for a single title before and/or after placing the title in the cart. Those customers using our Grid Distribution system will now see appropriate Grid information displayed in the printable popup window alongside previously provided duplicate information.
- An Inline Grid Distribution Table is incorporated within the Detailed Title Display to give users the ability to enter multiple rows without having to go to a separate grid screen. It is also available as popup read-only window for shared grid carts.
- A Requisition Table for shared non-grid carts displays the requisition information supplied by all users and is viewable within the Detailed Title Display or from a popup window when using the Multiple Title Display. Information collected and displayed for each user includes: quantity, notes, and any Grid entries.
- Administrators and Cart Owners can find and replace Grid entries that may be obsolete.

1. Automatic Purchase Plans and Customized Vendor Selection

Automatic Shipment Programs

Parade Programs

The Parade program is not available as a Shelf Ready service. Baker & Taylor would be happy to work with the library using our Collection Development resources to tailor a similar program through profiled selection lists that would meet the library's needs. Materials ordered through this alternative program could be delivered shelf ready.

Paperback Parade

Continuous orders for Adult Paperback Books are available through Baker & Taylor's Paperback Parade program. Baker & Taylor has established a broad range of plans which vary according to age group, type of library, and popular subject categories. Each plan offers a predetermined number of titles at one set price. All plans are invoiced annually.

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CATS Paperback Parade

Baker & Taylor's Children & Teen Services (CATS) has its own paperback parade program for juvenile and young adult paperbacks. A broad range of plans are available, and each plan offers a predetermined number of titles at one set price. All plans are invoiced annually.

Playaway Audjobook Parade

Baker & Taylor now offers a standing order program for Playaways, the portable, easy-to-use player that is pre-loaded with an audiobook. There are 3 levels of plans to choose from, which encompass popular adult and young adult titles.

Music & Movie Parade

Baker & Taylor also has parade programs for Music CDs and DVDs. You may choose from a variety of plans which encompass a wide range of genres. Our Music and DVD parade programs track thousands of new releases for libraries and will ensure that the library has the most popular titles delivered in a timely fashion.

Automatically Yours

Baker & Taylor's Automatically Yours, a free author profiling program, delivers the latest publications from popular authors or series right to your door. Select your favorite authors and/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.

Automatically Yours offers the following plans:

Adult Plans:

Popular Adult Fiction Authors—choose from more than 1,000 authors

Large Print Popular Adult Fiction Authors—choose from the same list of 1,000 authors

Inspirational Authors - choose from more than 250 adult and young adult authors

Spoken Word Audio - choose from more than 1,000 authors in abridged or unabridged (when available) formats on CD

Graphic Novels - choose from more than 500 series

Book Club Plans - includes all major national book clubs

Children's and Teen Services (CATS) Plans:

CATS Authors and Illustrators - choose from more than 600 authors and illustrators

CATS Awards - choose from more than 80 professionally selected domestic and international children's and teen awards

CATS DVDs - choose from more than 70 continuing series on DVD

CATS Series - choose from more than 2,000 series available in various bindings

Collection Development Services

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 over 7.2 million book, e-book, audio book, Music CD and DVD titles. Data can be accessed and output by using an extensive range of access points including but not limited to:

- Dewey Classification
- Library of Congress Classification
- Library of Congress Subject Headings
- Fiction Genres
- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri such as BISAC Subject Classifications
- Non-book Material Genres
- Key Word that can be applied to subject access points, full text annotations, and/or tables of contents

In addition to these subject/content descriptions, data can be accessed and output by non-subject descriptive data elements including but not limited to:

- Review Citation
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children
- Series
- Level of Readership/Intended Audience
- Physical Format/Materials Audience
- Physical Format/Material Type
- Availability Status
- Stock Status
- Date of Publication/Copyright
- Price

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

B&T can provide collection development data in a laser printed hard copy, MARC, or PC compatible format including Microsoft Excel. Baker & Taylor recommends that the library utilize our Opening Day Collection selection list and ordering process which involves the use of Excel spreadsheets for the

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selection process with hyperlinks into title level detail on our Title Source 3 website. Data availability includes, but is not limited to the following:

- ISBN/ISSN
- Binding/Format
- List Price
- Delivered Price
- Holdings (see below)
- Class Number (s)
- Author/Editor
- Title
- Edition Statement
- Publisher
- Date of Publication/Copyright
- Series
- Brief Annotation
- Interest Level
- Indication of Status
- Subject Classification

In addition, B&T can include almost any data element that is included in the structure of a MARC record in our hard copy or electronic formats of selection lists. We can include data that indicates:

- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri Elements such as BISAC Subject Classifications
- Non-book Material Genres
- Review Citation indications
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children
- Physical Format/Material Type
- Availability Status
- Stock Status
- Regional and National Demand accumulated from all B&T customers

Review Sources

B&T can provide access to full-text review citations from the following major review sources.

| | |
|--------------------------|------------------------------|
| AudioFile | 1992- |
| Booklist | Jan. 1995-- |
| BookPage | Inception 1999— |
| Choice | 1998. |
| Doody's | 1993- |
| E-Streams | Inception (not |
| ForeWord | known) Inception |
| | 1999— |
| Clarion Reviews | Nov. 2001- |
| Horn Book Guide | 1994-- |
| Horn Book Magazine | 1996— |
| Kirkus | 1991- |
| Voice of Youth Advocates | 1997 |
| PW Annex | 12/23/2003 |
| LJ | all available |
| reviews (-1985--) | |
| SLJ | all available reviews 1985.. |
| Criticas | Inception 2001-- |
| Library Talk | 9/98 — 2/01 |
| Book Report | 1/94 2/01 |
| Technology Connection | 10/94 — 10/98 |
| Library Media Connection | Jan 2004— |
| Video Librarian | Jan. 2002— |
| CD | 1999- |

FirstLook™ Collection Development Services

FirstLook is Baker & Taylor's family of notification services available to libraries. FirstLook is 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 Title Source 360 where they can easily be conditioned and downloaded into SIRSI Symphony via "one click MARC."

FirstLook Basic

FirstLook Basic is 8 free collection development program that provides notification of high-visibility new and forthcoming titles. FirstLook Basic is available to subscribers of Title Source 360. 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
Acoustik Downloadable Audio

First Look Custom

First Look Custom is a subscription based Collection Development program that delivers fully customized selection lists for both print and non-print material based on 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.

First Look Custom

- 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
 - 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:
 - Title Source 3
 - Title Source 360
- List sent via FTP, email or US mail in the following formats:
 - Word
 - Excel
 - PDF
 - MARC
 - Printed reports

B&T can provide collection development data in 8 laser printed hard copy, MARC, or PC compatible format including Microsoft Excel. Selection Lists can also be loaded into the Library's SIRSI Symphony Acquisitions System via Baker & Taylor's Title Source 360b 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 by itself or be integrated into a library's FirstLook profiles so that titles are delivered only one time, supporting efficient selection and integration with all development processes.

2. Baker & Taylor's Integration with Collection HQ;

a. Opening Day Collections.

Baker & Taylor can leverage evidence based collection data on the libraries behalf from our relationship with collectionHQ for Opening Day Collections. filis will offer additional understanding to the demographic analysis and information from community meetings. We have a thorough understanding of the collectionHQ software and will be happy to facilitate the analytical reporting necessary to meet each project's goals.

b. Books or other materials in non-English languages.

c. Electronic books, downloadable audio books and other formats.

collectionHQ harnesses evidence of a collection's usage to analyze demand and use in order to influence subsequent purchases. The Discovery tool provides access to circulation data collected from over 250 North American Public Libraries. Use of the Discovery tool allows libraries to explore high circulating items from the collectionHQ database that are not in their own collection to consider for selection. Thus, collectionHQ can offer insight on all types of materials from the library's own collection and can also provide information through use of the Discovery tool regarding high circulating items that are not part of the library's own collection for consideration.

collectionHQ

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 staffs 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 and compare this 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 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 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 is a provided service that 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. Pricing of ESP is determined by the library's varying levels of integration with Baker & Taylor and collectionHQ services.

3 Additional Value Added Services Provided:

Exhibit C (Cataloging):

1. Please see the following information about our customized cataloging services:

a. Source of MARC records:

Baker & Taylor uses current LC authority control for records maintained in our database, and originally created records also adhere to LC author and subject heading authority convention. All cataloging records created by Baker & Taylor catalogers conform to RDA rules and LC subject headings. All records are in MARC 21 format, records are in the version of Dewey that was being used when the records were created. Records are currently created in Dewey 23. If records are coming from OCLC, then the OCLC authority process is utilized and has already taken place before CLS has searched the record. CLS does not perform additional authority work for existing records in the Library's database or to OCLC full records.

b. A sample MARC records is provided in Baker & Taylor's Appendix 9.

c. Please see below for Baker & Taylor's Cataloging Methodology:

Customized Library Services' custom cataloging is Baker & Taylor's premier service. CLS has performed online 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 partnered with The Library Corporation (TLC) to create a state of the art cataloging methodology that leverages Z39.50 protocol for accessing the library's database and a resource pool of records from the Library of Congress and any Baker & Taylor created records. This technology allows our CLS catalogers to have access to the most current version of the library's cataloging records without the overhead of being directly online. Records obtained from the Library's database are saved to a library specific work file located in our secure cataloging utility. The records in the work file are used in the creation of spine labels and as a vehicle for providing item-linking information.

Once all necessary information is gathered, the CLS project team will work with the library to determine the best, most economical fit for the library.

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 matches the data elements found in the appropriate record tags. CLS considers the title, author, imprint/manufacture, 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 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. 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. 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 CIS Bibliographic Database. The library's assigned cataloger is notified and the record will be edited to meet the library's specifications. Field and appropriate item tag is keyed.
2. Baker & Taylor's process for materials without existing full MARC records is described above. as part of our overall cataloging methodology and workflow.
 3. Baker & Taylor will adhere to your local practices as they are outlined by the Library during your initial account setup process and profiling meetings.

Exhibit D (Processing):

Baker & T8ylor can supply the processing services as listed.

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

RFID

CLS Shelf Ready Processing can also include the and linking of RFID tags. Baker & Taylor's Customized Library Services has been providing RFD services for print and audiovisual material since 2001. To date, we have printed and/or applied tags for millions of items. As the number of vendors and product offerings has grown with regard to RFID technologies, CLS too has grown in our vendor relationships and linking and application capabilities. We currently work with 3M, Checkpoint, Tech-Logic, ITG, Bibliotheca, and VTLS and we own equipment from each vendor.

Back Audit

'The back audit team is the final step in ensuring the material we ship to the library is of the highest quality und is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross the completed processing and the processing 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.

Start-up Requirements

Baker & Taylor understands the work requirements, project schedule and scope of work of the San Mateo Public Library. As a current vendor servicing the San Mateo Public Library, we will

leverage our current relationship and experience with the Library's processes and workflow to continue to provide excellent customer service, customized cataloging, processing, and fulfilment of shelf ready materials to the Library.

As a current Baker & Taylor customer, San Mateo Public Library has established customer service relations with Baker & Taylor and your Start-up Requirements should be minimal. The

B&TStaff and CLS Project Team assigned to SMPL are outlined in the Contact Information section below. Upon award of this contract, our teams will work with the library to review your account structure, cataloging profiles, and processing profiles. Your project manager will work with you, your sales consultant, and the CLS Sales Director, to determine any updates the CLS project team need to implement. CLS shelf ready value added services will be performed by our service center staff located in Reno, NV. Should the library have any questions about services or require any changes to account processing profiles, Lori Gray and Michele Journet will serve as the primary contacts for the library and their contact information is included in our Contact Information section below.

In general, the following describes our Project Management approach and general workflow for account setup:

Project Management Approach

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

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

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

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

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

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

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

A final component of project management is consulting support. All CLS project managers have significant project and delivery experience that can provide ongoing support and aide to the library. This additional knowledge base is free of

charge and comes from working with seasoned project professionals. This support can be an invaluable and timely tool from collection development strategy all the way to the delivery implementation.

Contact Information

Principal Contacts

All of your current representatives will continue to be available to assist the library. As they are dedicated to your accounts, our team will be able to maintain a valuable knowledge of your account structure and any special requirements:

| | |
|-----------------|--|
| Michele Journet | Project Manager |
| Vicki Wall | Account Coordinator |
| David Hargrave | Director of Sales, Western Region |
| Amy Glaza | Local Sales Consultant |
| Lori Gray | CLS Sales Manager, Western Region |
| Martin Warzala | Director, Collection Management Services |

Main and Local Business Addresses. Voice and Fax Phone Numbers and Email Address:

CONTACT INFORMATION FOR PLACING ORDERS:

Firm Orders (Book & Spoken Word):

Baker & Taylor, Inc.
Attn. Ordering Department
3584 Old Maysville Road
Commerce, GA 30529
Toll-Free Phone: 800-775-1100
Toll-Free Fax: 800-775-7480
Email: orders@baker-taylor.com

Firm Orders (DVD and Music CD)

Baker & Taylor, Inc.
Attn. Library Services
Seven Parkway Center
875 Greentree Road, Suite 678
Pittsburgh, PA 15220
Toll-Free Phone: 800-775-2600 ext. 2026
Toll-Free Fax: 888-285-8922

Customer Service CLS Account Coordinator and Project Manager:

Name: Vicki Wall
Position: CLS Account Coordinator
Phone: 800-775-3800 ext. 2498
Fax: 800-775-7480
Email: vicki.wall@baker-taylor.com

Name: Michele Journet
Position: CLS Project Manager
Phone: 8004759930, ext. 3335
Fax: 704-998-3308
Email: michele.journet@baker-taylor.com

Sales:

Name: Lori Gray
Position: CLS Sales Manager, Western Region
Phone: 928-607-8225 FEx: 704-998-3308 Email:
lori.gray@baker-taylor.com

Name: Amy Glaza
Position: Public Library Sales Consultant
Phone: 800-775-7930 ext. 1030
Cell: 415-306-3063
Email: amy.glaza@baker-taylor.com

Remit Address (Lockbox):

Baker & Taylor, Inc.
PO Box 277930
Atlanta, GA 30384-7930

Customer Financial Services:

Baker & Taylor, Inc. 2550 west Tyvola Road, suite
#300 Charlotte, NC 28217
Phone: 800-340- 5370
AP Fax: 704-998-3304 AR Fax: 704-998-3314
Email: dl-cfs_inst@baker-taylor.com

Corporate Offices (Contact for For Bids Contracts, Renewals):

Baker & Taylor, Inc,
Attn: Jeffrey W. McDaniel – VP, CLS & International Public Library
2550 West Tyvola Road, Suite #300
Charlotte, NC 28217
Phone: 704-998-3212
Fax: 704-998-3308
Email: Jeffrey.mcdaniel@baker-taylor.com

References

Baker & Taylor is pleased to provide the following references for your consideration:

Palo Alto City Library

Diane Lai
Division Head
4050 Middlefield Road
Palo Alto, CA 94303
Phone: 650-329-2517
Email: Diane.Lai@CityofPaloAlto.org

San Jose Public Library

Kristi Bell

Manager of Collections and Technical Services

150 East San Fernando Street

San Jose, CA 95112-3580

Phone: 408-808-2468

Email: Kristi.bell@sjlibrary.org

Elliot Warren

From: Jeff McDaniel <Jeff.McDaniel@baker-taylor.com>
Sent: Thursday, May 14 2015 8:05 AM
To: Elliot Warren
Cc: Jeff McDaniel
Subject: RE: Proposal questions for.SMPL

Good Morning Elliot,

- Based upon the award timeframe we would place San Mateo Public in the queue for migration to Title Source 360. What that means is that San Mateo Public would be in the next wave of libraries which would begin June 26, 2015. On June 26th we would begin legacy messaging about the migration and Amy and the Titles Source team will work with the library in person and through webinars to familiarize and train staff on the new features of TS 360. The migration team would also work with the current cart management to insure that all carts that can be transferred will be transferred. The migration does build in dual access time until the library and the migration team are comfortable turning off Title Source our goal as am sure the Library's goal would be the sooner the better. To confirm the total cost for TS or TS360 upon award will be \$1,495 dollars for the inclusion of full text reviews with unlimited userids. There will be no other costs associated with TitleSource or TitleSource360, Since we have already invoiced you for your July Renewal upon award we would issue you a credit for the difference if that is acceptable.
- Under Separate email I will send you the details of the list that we are currently providing for you. We are providing those lists at no charge. Also, based on what you have outlined below there would be no charges for those profiles now or in the future. In fact we offered free First Look Custom in the description of the TitleSource cost on page 5 of 21 Exhibit B (collection development). Where we would need to discuss charges is if the library would ask us to manage funds or move the profiles to a title for title selection process, meaning based on the profile B&T would select and then manage the funds. Again there are no costs associated with the current profiles nor would there be if similar scope is required,
- You are correct about what the goal of MVP program is about, it is our way to try to get in your hands relevant title data that leverages the programs and the insight our buyers get from the publishers. "Merchandise Variety - the purpose of MVP is family of profiles that use the elements of our merchandising and inventory management processes to identify categories of titles in anticipation of patron demand, rather than in reaction to patron demand."

I trust this will provide helpful insight in your decision process. However, if can be of any further assistance please let me know. We look forward to hearing from you.

All my best,

Jeff

Jeff McDaniel
Vice President, Customized Library Services & International Public Libraries
Baker & Taylor
Office: 704-998-3212
Mobile: 704-906-323
Fax: 704-998-3308
jeff.mcdaniel@baker-taylor.com

EXHIBIT B
PAYMENT RATES

APPENDIX 1

PRICING PROPOSAL

Based on the information contained in your Request for Quotation, we are pleased to propose the following pricing for print and spoken word material. BAKER & TAYLOR/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Pricing is based upon the library's RFQ. Should the library additional services in collection development, cataloging, processing, reporting, storage, or shipment, BAKER & TAYLOR/CLS may adjust pricing accordingly. If the library system cannot be via our 7,39.50 methodology, then CIS may discuss alternative methodologies for system and shelf ready material. It should 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 CLS unless otherwise noted:

PRINT MATERIAL

ONGOING COLLECTION SERVICES\$4.05/UNIT

INCLUDES:

1. 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. LINK & AFFIX LIBRARY-SUPPLIED RFID TAGS
6. BARCODE LABEL
7. LABEL PROTECTORS
8. SPINE LABEL
9. DATE STAMPING
10. PROPERTY/OWNERSHIP STAMPING
11. BRANCH LABEL
12. GENRE/COLLECTION LABELS

ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:

SPOKEN WORD AUDIO/JUVENILE KITS (ADDITIONAL).....\$2.35/UNIT

VINABIND (ADDITIONAL).....\$4.75/UNIT

LAMINATE PAPERBACK COVERS (ADDITIONAL).....\$1.99/UNIT

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

- BAKER & TAYLOR'S PAYMENT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING AND PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED, OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY. IF STORAGE IS REQUIRED, BAKER & TAYLOR WILL STORE MATERIALS IN A FULLY INSURED AND CLIMATE CONTROLLED FACILITY UNTIL THE DESIRED SHIPMENT DATES. INVOICES ARE MAILED TO THE LIBRARY AT TIME INVOICING OCCURS.

- FOR THOSE RECORDS WHERE CATALOGING IS NOT AVAILABLE IN 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 EACH UNIT INCLUDING THE INITIAL UNIT THAT RECEIVES THE \$10.00 CHARGE.

A/V MATERIAL

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

A/V CATALOGING AND PROCESSING

DVD.....\$6.65/UNIT*

INCLUDES:

- 1 ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
- 2 ITEM LINKING
- 3 PROJECT MANAGEMENT SUPPORT
- 4 REPACKAGE INTO STANDARD DMP CASES
- 5 DIGITAL MEDIA PROCESSING, TO INCLUDE:
 - a. BARCODE
 - b. SPINE LABEL
 - c. LOOK FOR! LABEL
 - d. BRANCH LABEL
- 6 LINK & AFFIX LIBRARY-SUPPLIED RFID TAGS
- 7 HUB LABELS

Music CD.....\$6.65/UNIT*

INCLUDES:

- 1 ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
- 2 ITEM LINKING
- 3 PROJECT MANAGEMENT SUPPORT
- 4 REPACKAGE INTO STANDARD DMP CASES
- 5 DIGITAL MEDIA PROCESSING, TO INCLUDE:
 - a. BARCODE
 - b. SPINE LABEL
 - c. LOOK FOR! LABEL
 - d. PROPERTY LABEL
- 6 LINK & AFFIX LIBRARY-SUPPLIED RFID TAGS
- 7 HUB LABELS

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

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

4.

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

APPENDIX 2

Baker & Taylor, Inc.
Discount Terms and Conditions of Sale (Print Material and Spoken Word Audio)
San Mateo Public Library

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

| Product Category | Category Definition (1) | Price Indicator | Discount | |
|------------------|--|---|---|---|
| I. | Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction) | 0 (zero) (Hardcover Trade Editions) C (Hardcover Computer Books) | 44.0% | |
| II. | Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction) | J | 44.00% | |
| III. | Adult Quality Paperback Editions (Popular Fiction & Non-Fiction) | B(Paperback Trade Editions) C(Paperback Computer Books) | 40.00% | |
| IV. | Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction) | G | 40.0% | |
| V. | Mass Market Paperback Editions | P | 40.00% | |
| VI. | Single Edition Reinforced (Juvenile) | R | 20.0% | |
| VII. | Publisher's Library Edition (Juvenile) | Z | 20.00% | |
| VIII. | University Press Trade Editions | A | 10% | |
| IX. | Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some word audio) | S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers and/or Titles of Limited Demand) M (Paperback Editions from Small, Specialty Publishers and/or Titles of limited Demand) T/U/V/W/4/7/Letter O (Specialty Textbooks) 5/6/8 (Professional Medical Titles) | S = 5.0% X = 5.0% N = 0.0% (2) L = 5.0% (3) M = 5.0% (3) T = 0.0% U = 5.0% V = 5.0% W = 0.0% | 4 = 0.0% 7 = 0.0% Letter O = 0.0% 5 = 0.0% 6 = 0.0% 8 = 0.0% |
| X. | Imported English and Non-English Language Editions | F/K/I/3 | F=0.0% K=0.0% I= 0.0% 3= 0.0% | |
| XI. | Enhanced Service Program | Y/Q | 0.0% (4) | |
| XII. | Spoken Word Audio | H | 45.0% (5) | |
| XIII. | Board Books | I | 40.0% | |
| XIV. | Novelty Items/Activity Books | I | 40.0% | |
| XV. | Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Editions | D E All Playaway audio editions | D=0.0% E=0.0% 20.0% | |

1 Please see the attached category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category, depending upon the relationship established with the individual content suppliers.

- 2 Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- 3 Represents publishers with limited sales volume, based upon a semi-annual review and individual titles which qualify for preferred stock status, but have limited demand (recalculated over a rolling 12 month period). Also represents individual titles which do not qualify for preferred stock status, based upon quarterly review. These titles may be of any binding type or publisher of origin.
- 4 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.
- 5 (5) Category XII in Baker & Taylor's Category Definitions. Approximately 92% of Spoken Word Audio Materials purchased fall into Category XII. The remainder of Spoken Word materials may be classified as Category I, VII, VIII, IX, or XI. Discounts are based on the categories as described in proposal.

Also, please note that:

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

Baker & Taylor, Inc.
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL) San
Mateo Public Library

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

| Media | Price Range | Discount off Current Producer's List Price |
|-----------------------|-------------|---|
| DVD/Blu-ray | Any Price | 26.5%* |
| Music CD | Any Price | 27.0%* |
| Playaway VIEW | Any Price | 11.0%* |
| Playaway Bookpacks | Any Price | 20.0% |

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, I 1 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.