



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: June 7, 2016

or Procurement Director Award

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Contractor/Vendor Name (DBA): Baker & Taylor, LLC (Headquarters: Charlotte, NC)

**Project Title/Description:**

Library Materials & Related Services

**Purpose:**

Award of Contract: Master Agreement No. MA-PO-16-338. Contract is for an initial term of one year in an annual not to exceed amount of \$2,600,000.00 effective 07/01/2016 and includes four (4) one year renewals.

Administering Department: Library District

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive Sealed Bidding, Solicitation No. 212244 was conducted. Two responsive and responsible bids and one non-responsive bid were received and evaluated. Award is to the low responsive, responsible bidder.

Attached Documents: Notice of Recommendation for Award and Master Agreement.

**Program Goals/Predicted Outcomes:**

Obtain services of a library materials vendor that is able to provide multiple formats of popular materials (Print, audio, visual and digital) for Pima County Libraries.

**Public Benefit:**

Provide a contracted vendor that has shelf ready materials/and or digital materials to meet the needs of all patrons of the Pima County Public Library system.

**Metrics Available to Measure Performance:**

Attain an order fill rate of 90% for materials published within a year of order date.

**Retroactive:**

No.

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**Original Information**

Document Type: MA      Department Code: PO      Contract Number (i.e., 15-123): 16-338  
Effective Date: 7/01/2016    Termination Date: 6/30/2017    Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$ 2,600,000.00       Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s):      Library District Fund

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?     Yes     No     Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?     Yes     No     Not Applicable to Grant Awards

Vendor is using a Social Security Number?     Yes     No     Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_    Department Code: \_\_\_\_\_    Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_    AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_    New Termination Date: \_\_\_\_\_

Expense     Revenue     Increase     Decrease    Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

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Contact: John Nanosky 7/7/16    Telephone 5/10/16

Department: May 2016 5/11/16    Telephone: 520-724-8165

Department Director Signature/Date: Melinda L. Cognato 5/11/16

Deputy County Administrator Signature/Date: Tom Burke 5-16-16

County Administrator Signature/Date:  
(Required for Board Agenda/Addendum Items) C. Delellis 5/16/16

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## NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 25, 2016

The Procurement Department hereby issues formal notice to respondents to Solicitation # 212244 for Library Materials & Related Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 17, 2016.

Award is recommended to the Respondent submitting the Low Bid.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Baker & Taylor	\$2,542,985.48	\$2,600,000.00

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Brodart Books & library Services	No Bid
Ingram	\$3,072,143.50
Lectrom Publications, Inc.	No Bid
World Book	Non-Responsive

Issued by: John Nanosky

Telephone Number: 724-8165

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov) or via fax at 520-724-4434.



# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1600000000000000338

MA Version: 1

Page: 1

Description: Library Materials & Related Services

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> JOHN NANOSKY <b>Phone:</b> 5207248165 <b>Email:</b> john.nanosky@pima.gov</p>	T E R M S	<p><b>Initiation Date:</b> 07-01-2016 <b>Expiration Date:</b> 06-30-2017</p> <p><b>NTE Amount:</b> \$2,600,000.00 <b>Used Amount:</b> \$0.00</p>
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V E N D O R	<p>Baker &amp; Taylor LLC 2550 W Tyvola Rd, Ste 300 Charlotte NC 28217</p>	<p><b>Contact:</b> Lee Ann Queen <b>Phone:</b> 800-775-7930 <b>Email:</b> bids@baker-taylor.com <b>Terms:</b> 0.0000 % <b>Days:</b> 30</p>
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S H I P P I N G M E T H O D S	<p><b>Shipping Method:</b> <b>Delivery Type:</b> STANDARD GROUND <b>FOB:</b></p>
<p><b>Modification Reason</b> MA-PO-16-338 V1 awards a one year contract with four (4) one year renewals to Baker &amp; Taylor for Library Materials &amp; Related Services in an annual amount Not-To-Exceed \$2,600,000.00 Attachment: MA-PO-16-338_BOSAIR_AWARD060716</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 16000000000000000338

MA Version: 1

Page: 2

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Library Materials Misc- Free Form Line	UOM EA	Unit Price \$0	Stock Code	VPN	MPN
2	Fool Me OnceISBN 9780525955092	UOM EA	Unit Price \$18.49	Stock Code	VPN	MPN
3	The Nature of the BeastISBN 9781260022080	UOM EA	Unit Price \$18.48	Stock Code	VPN	MPN
4	Fool me onceISBN 9781410485359	UOM EA	Unit Price \$38.35	Stock Code	VPN	MPN
5	All American Paleo TableISBN 9781624141720	UOM EA	Unit Price \$18.49	Stock Code	VPN	MPN
6	Against all grainISBN 9781628600421	UOM EA	Unit Price \$23.92	Stock Code	VPN	MPN
7	The Hunger GamesISBN 9780439023481	UOM EA	Unit Price \$13.71	Stock Code	VPN	MPN
8	What color is my parachute ISBN 9781607746614	UOM EA	Unit Price \$19.54	Stock Code	VPN	MPN
9	Harry Potter & Chamber of Secrets ISBN 9780439064866	UOM EA	Unit Price \$17.95	Stock Code	VPN	MPN
10	Lizards ISBN 9781426309236	UOM EA	Unit Price \$14.08	Stock Code	VPN	MPN
11	Hunger's mate ISBN 9781250042927	UOM EA	Unit Price \$8.28	Stock Code	VPN	MPN
12	Stranger by me ISBN 9781416559597	UOM EA	Unit Price \$8.28	Stock Code	VPN	MPN
13	Breaking for Bodies ISBN 9780425268957	UOM EA	Unit Price \$8.28	Stock Code	VPN	MPN
14	Guilty Pleasures ISBN 9781496704306	UOM EA	Unit Price \$8.28	Stock Code	VPN	MPN
15	Buccaneer at heart ISBN 9780778318781	UOM EA	Unit Price \$8.28	Stock Code	VPN	MPN
16	Eleanor the snow white fairy ISBN 9780545851909	UOM EA	Unit Price \$6.54	Stock Code	VPN	MPN
17	Lego City Reader ISBN 9780545913867	UOM EA	Unit Price \$5.96	Stock Code	VPN	MPN
18	Lydia the Reading fairy ISBN 9780545852074	UOM EA	Unit Price \$6.54	Stock Code	VPN	MPN
19	The Hunger Games ISBN 9780545425117	UOM EA	Unit Price \$11.18	Stock Code	VPN	MPN
20	Lies ISBN 9780061449116	UOM EA	Unit Price \$9.44	Stock Code	VPN	MPN
21	One-Punch man ISBN 9781421569543	UOM EA	Unit Price \$9.44	Stock Code	VPN	MPN
22	Fool me once - Audio Visual ISBN 9781501217586	UOM EA	Unit Price \$28.05	Stock Code	VPN	MPN



# MASTER AGREEMENT DETAILS

Master Agreement No: 16000000000000000338

MA Version: 1

Page: 3

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
23	Hunger Games - Audio Visual ISBN 9780545091022	EA	\$28.05			
	Discount 0.0000 %					
24	Harry Potter & the deathly hallows ISBN 9780739360385	EA	\$49.59			
	Discount 0.0000 %					
25	The Hobbit: the desolation of Smaug UPC 00794043165016	EA	\$23.99			
	Discount 0.0000 %					
26	The Hunger games: Mockinjay part i ISBN 9786315868184	EA	\$20.49			
	Discount 0.0000 %					
27	Pcard Interface					
	Service Contract Amt \$0.00			Service From 07-01-2016	Service To 06-30-2021	
28	Sales Tax					
	Service Contract Amt \$0.00			Service From 07-01-2016	Service To 06-30-2021	

## OFFER AGREEMENT

Solicitation #:212244 Title: Library Materials &amp; Related Services Page 1 of 15

**1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of Library Materials & Related Services as the County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed contract, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the contract will be for a one year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA), document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

- Contractor shall have a minimum of ten (10) or more years of experience in working with a large, multiple branch, public library system with urban, suburban and rural locations. (*Contractor shall provide the names of a minimum of three (3) of the libraries with which they have contracts, the number of years working with these libraries, the addresses of the libraries, the names of their contacts with their telephone numbers, fax numbers, and e-mail addresses with their bid submission for this solicitation*).

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

The Contractor shall provide the County with Library Materials & Related Services as defined by specifications provided below and by the attachments: Exhibit A: Unit Prices, Attachment A: Cataloging Procedures, Attachment B: Processing Manual, and Attachment C: Delivery Interval/locations.

- Contractor shall provide Pima County Public Library's (PCPL's) Collection Development Office (CDO) with a list of materials in a template with grid capabilities (for designating: quantity, fund, and destination library) based on material profiles created by the librarians in CDO.
- Contractor shall provide advanced ordering for popular material in multiple formats and all age levels.
- Contractor shall provide MARC records and use FTP and EDIFACT for ordering and invoicing and interfacing with the PCPL ILS.
- Contractor shall provide shelf ready materials fully cataloged and processed according to the PCPL's standards.
- Contractor shall be able to supply, process, catalog, and deliver library materials to locations that make up the Pima County Library System.
- Contractor shall be able to supply and deliver book materials to the Technical Services Department of the Pima County Library System.

## OFFER AGREEMENT

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Solicitation # 212244

Title: Library Materials & Related Services

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- Contractor shall be able to supply Pima County Public Library Collection Development Office with selection lists of materials in formats used by the library to meet the needs of all age groups and interests within the criteria established in the library's Collection Development Policy.
- Contractor shall be able to demonstrate sustainability processes, that limit waste, allow for reclamation or recycling or utilize recycled materials in the packing of items for shipment such as packing materials, media cases and digitization of media inserts.
- Contractor shall provide by line item in the Unit Price Chart their discount off the manufacturer's list price and apply this discount to the mfg. list price to provide their adjusted unit price x the estimated annual volume to extend their annual cost.
- Contractor shall be able to interface with the Pima County Library's Integrated Library System (ILS).
- Contractor shall have Technical support/customer service contacts.
- Contractor shall be able to provide titles in all formats of print and media materials, including but not limited to DVDs, Audio Books, Music CDs, Hardback and Paperback Books, Large Type Books, and Print on Demand Books.
- Contractor shall be able to provide a fill-rate of 80% within 21 calendar days of receiving orders for non-pre-published titles in English, and within 21 calendar days of the receipt of pre-published copies by the vendor.
- Contractor shall be able to provide online website for ordering.
- Contractor shall be able to provide automatic order/standing order plans.
- Contractor shall be able to fill complete orders (no partial orders accepted) in a time frame established by the Pima County Library and agreed upon by the Contractor.
- Contractor shall have the capability of fully processed or unprocessed materials depending on the needs of the Pima County Library.
- Contractor shall provide supply review sources connected to online material records.
- Contractor shall be able to accept credit card payments.
- Contractor shall be able to provide MARC records and update library holdings through an interface with OCLC.
- Contractor shall be able to drop ship orders to branch libraries at no additional charge to the County
- Contractor shall have Collection Development Specialists.
- Contractor shall provide at least a 40% discount on majority of materials.
- Contractor shall offer materials in multiple languages, especially Spanish, in all formats.
- Contractor shall have online ordering processes and FTP and EDIFACT ordering capabilities.
- Contractor shall be able to supply materials that are up-dated annually, i.e., Travel and Legal guides, GED, ASVAB test, and Merit manual
- Contractor shall provide training for online ordering system.

### General Product and Service Specifications by Line Item and Services

Line Items #1a-1f - Hardback books/softcover books adult with cataloging and processing

Line Items #2a-2d - Hardcover/softcover child & teen books with cataloging and processing

Line Items #3a-3e - Mass market Paperback adult books with cataloging and processing

Line Items #4a-4f - Paperback child & teen books with cataloging and processing

Line Items #5a-5f - Audio visual materials with cataloging and processing

### Invoices:

- Contractor shall have invoices available on line and/or mailed to Pima County Public Library, Technical Services Department, 4<sup>th</sup> Floor, 101 N. Stone Avenue, Tucson, AZ 85701

Contractor should include what "green" programs they have implemented per *BOS Resolution 2007-84* below. (Choose one or more of the following examples or submit one that your company is currently doing)

The following are examples from Specifications for *BOS Resolution 2007-84* and Contractor should include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be

## OFFER AGREEMENT

### Solicitation #:212244 Title: Library Materials & Related Services Page 3 of 15

limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation should include:

- Contractor shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Contractor should use as many environmentally preferable items as possible, i.e. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Contractor should provide to the consumer as many environmentally preferable products as possible.
- Contractor should modify business practices to decrease air, water and ground pollution.
- Contractor should modify business practices to conserve energy and water use,
- Contractor should purchase eco-friendly supplies whenever possible including office supplies.

### 5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

### 6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

### 7. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Contract number under which the services or products were ordered. ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OFFER AGREEMENT****Solicitation #212244 Title: Library Materials & Related Services Page 4 of 15**

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: N/A % if payment tendered within N/A % Days as above

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("F.O.B. Destination"), delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. ***No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement.*** COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**UNIT PRICES (Net 30 day Payment Terms)**

**\*\*\*Contractors shall bid on 100% of the line items below or they will be deemed non-responsive\*\*\***

ITEM #	ITEM NAME- specifications Section #4 Specifications Attachments.	refers to under Product and	Current Mfg. List Unit Price	EST ANNUAL USAGE	UOM	% off Mfg. Unit List Price	REVISED UNIT PRICE \$ With % discounted	EXTENDED AMOUNT \$

**OFFER AGREEMENT**

Solicitation #:212244

Title: Library Materials & Related Services Page 5 of 15

	REFER TO EXHIBIT A: Prices						
	<b>FOB Destination/Unloaded; Cost of freight, handling &amp; misc. charges shall be included in Unit Price</b>					<b>TOTAL BID</b>	

For those items not specifically listed and priced above that may be provided within the defined scope of this contract, Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty. of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
CLS SHELF READY PRICING PROPOSAL	2	4/22/16	N/A
DISCOUNT TERMS AND CONDITIONS OF SALE	3	4/22/16	Various

**8. DELIVERY:**

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to COUNTY under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Contract.

Delivery Requirements: Deliver per the instructions on the Delivery Order from Pima County.

Contractor guarantees delivery of product in **less than 21 calendar days from the issue date of delivery order** unless a different time frame is mutually agreed upon by Contractor and Pima County in writing prior to performing the services required by this agreement. If required to satisfy the guaranteed delivery interval will utilize premium time and/or premium freight at no additional cost to the County.

**9. TAXES, FEES, EXPENSES:**

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS:**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 212244 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Contractor shall obtain and maintain at a minimum at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

## OFFER AGREEMENT

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- b) **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- c) **Workers' Compensation and Employers' Liability** – Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers" Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

- d) **Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Contractor will provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by County. All certificates of insurance will guarantee the provision of thirty (30) days" prior written notice to COUNTY of cancellation, non-renewal or material change.

### **12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	4/4/2016	2	4/12/2016	3	4/15/2016

### **13. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation's *'Instruction To Bidders'*? Yes  No  (Select one)  
If 'Yes', have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

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## OFFER AGREEMENT

Solicitation #212244 Title: Library Materials & Related Services Page 7 of 15

### 14. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Baker & Taylor, LLC

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 3550 West Twyota Road, Suite 300

CITY/STATE/ZIP: Charlotte, NC 28217

REMIT TO ADDRESS: P.O. Box 277930

CITY/STATE/ZIP: Atlanta, GA 30384-7930

CONTACT PERSON NAME/TITLE: Jeffrey W. McDaniel

PHONE: 800-775-7930 ext. 3212

FAX: 704-998-3308

CONTACT PERSON EMAIL ADDRESS: Jeff.McDaniel@baker-taylor.com

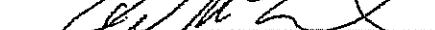
### EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

Purchase orders and contracts shall be sent to CLSInfo@baker-taylor.com. Your project manager will work with you regarding ordering via email upon award.

### CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: 3550 West Twyota Road, Suite 300, Charlotte, NC 28217

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: 

DATE: April 22, 2016

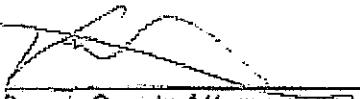
Jeffrey W. McDaniel Vice President, Customized Library Services and International Public Libraries

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 800-775-7930 ext. 3212 Jeff.McDaniel@baker-taylor.com

County Attorney Contract Approval "As to Form":

Approved as to form:

  
Deputy County Attorney  
TOBIN ROSEN

Date

3/28/16

## OFFER AGREEMENT

Solicitation #:212244 Title: Library Materials & Related Services Page 8 of 15

### PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)

#### **1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

#### **2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

#### **3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

#### **4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

#### **5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

#### **6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

#### **7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

#### **8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

#### **9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

## OFFER AGREEMENT

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### **10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

### **11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

### **12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

### **13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

### **14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

### **15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

### **16. ACCEPTANCE OF MATERIALS AND SERVICES:**

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

### **17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master

## OFFER AGREEMENT

### Solicitation #:212244 Title: Library Materials & Related Services Page 10 of 15

Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

#### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

#### **20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

#### **21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

#### **23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

## OFFER AGREEMENT

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Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

**28. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

## OFFER AGREEMENT

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### **30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

### **31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

### **32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

### **33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

### **34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

### **35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an Independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

### **36. BOOKS AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

### **37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

### **38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

### **39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

## OFFER AGREEMENT

Solicitation #:212244 Title: Library Materials & Related Services Page 13 of 15

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

### 40. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

### 41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

### 42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

### 43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

## EXHIBIT A-3: UNIT PRICES

### UNIT PRICES (Net 30 day Payment Terms)

\*\*\*Contractors shall bid on 100% of the line items below or they will be deemed non-responsive\*\*\*

ITEM #	ITEM NAME- also refer to specifications under Section #4 Product Specifications and Exhibits	Current Mfg. List Unit Price *	EST ANNUAL USAGE	UOM	% off Mfg. Unit List Price	REVISED UNIT PRICE \$ With % discounte d*	EXTENDED AMOUNT \$
1	<b>Hardback books/softcover books adult with cataloging and processing</b>						
1a	<i>Fool me once</i> by Harlan Coben ISBN 9780525955092	\$28.00 +\$3.65	50,000	EA	47.0%	\$14.84+ \$3.65= \$18.49	\$924,500.00
1b	<i>The nature of the beast</i> by Louise Penny ISBN 9781250022080	\$27.99 +\$3.65	20,000	EA	47.0%	\$14.83+ \$3.65= \$18.48	\$20,018.48
1c	<i>Fool me once</i> by Harlan Coben ISBN 9781410485359	\$38.99 +\$3.65	17,500	EA	11.0%	\$34.70+ \$3.65= \$38.35	\$671,125.00
1d	<i>All-American Paleo Table</i> by Caroline Potter ISBN 9781624141720	\$28.00 +\$3.65	5,000	EA	47.0%	\$14.84+ \$3.65= \$18.49	\$924,500.00
1e	<i>Against all grain</i> by Danielle Walker ISBN 9781628600421	\$34.95 +\$3.65	5,000	EA	42.0%	\$20.27+ \$3.65= \$23.92	\$119,600.00
1f	<i>What color is my parachute?</i> By Richard Bolles ISBN 9781607746614	\$29.99 +\$3.65	2,500	EA	47.0%	\$15.89+ \$3.65= \$19.54	\$48,850.00
2	<b>Hardcover/softcover child &amp; teen with cataloging and processing</b>						
2a	<i>The Hunger games</i> by Suzanne Collins ISBN 9780439023481	\$18.99 +\$3.65	7,000	EA	47.0%	\$10.06+ \$3.65= \$13.71	\$95,970.00
2c	<i>Harry Potter and the Chamber of Secrets</i> ISBN 9780439064866	\$26.99 +\$3.65	15,000	EA	47.0%	\$14.30+ \$3.65= \$17.95	\$269,250.00
2d	<i>Lizards</i> by Laura Marsh ISBN 9781426309236	\$13.90 +\$3.65	8,000	EA	25.0%	\$10.43+ \$3.65= \$14.08	\$112,640.00
3	<b>Adult Mass market Paperback with cataloging and processing</b>						
3a	<i>Hunger's mate</i> by A.C. Arthur ISBN 9781250042927	\$7.99 +\$3.65	4,000	EA	42.0%	\$4.63+ \$3.65= \$8.28	\$33,120.00
3b	<i>Stranger beside me</i> by Ann Rule ISBN 9781416559597	\$7.99 +\$3.65	4,000	EA	42.0%	\$4.63+ \$3.65= \$8.28	\$33,120.00
3c	<i>Braking for bodies</i> by Duffy Brown ISBN 9780425268957	\$7.99 +\$3.65	4,000	EA	42.0%	\$4.63+ \$3.65= \$8.28	\$33,120.00
3d	<i>Guilty pleasures</i> by Deborah Fletcher Mello ISBN 9781496704306	\$7.99 +\$3.65	4,000	EA	42.0%	\$4.63+ \$3.65= \$8.28	\$33,120.00

3e	<i>Buccaneer at heart</i> by Stephanie Laurens ISBN 9780778318781	\$7.99 +\$3.65	4,000	EA	42.0%	\$4.63+ \$3.65= \$8.28	\$33,120.00
4	<b>Paperback child &amp; teen with cataloging and processing</b>						
4a	<i>Eleanor the snow white fairy</i> by Daisy Meadows ISBN 9780545851909	\$4.99 +\$3.65	1,000	EA	42.0%	\$2.89+ \$3.65= \$6.54	\$6,540.00
4b	<i>Lego City Reader</i> by J.E. Bright ISBN 9780545913867	\$3.99 +\$3.65	1,000	EA	42.0%	\$2.31+ \$3.65= \$5.96	\$5,960.00
4c	<i>Lydia the Reading fairy</i> by Daisy Meadows ISBN 9780545852074	\$4.99 +\$3.65	1,000	EA	42.0%	\$2.89+ \$3.65= \$6.54	\$6,540.00
4d	<i>The Hunger games</i> by Suzanne Collins ISBN 9780545425117	\$12.99 +\$3.65	1,000	EA	42.0%	\$7.53+ \$3.65= \$11.18	\$11,180.00
4e	<i>Lies</i> by Michael Grant ISBN 9780061449116	\$9.99 +\$3.65	750	EA	42.0%	\$5.79+ \$3.65= \$9.44	\$7,080.00
4f	<i>One-Punch man</i> ISBN 9781421569543	\$9.99 +\$3.65	250	EA	42.0%	\$5.79+ \$3.65= \$9.44	\$2,360.00
5	<b>Audio visual materials with cataloging and processing</b>						
5a	<i>Fool me once</i> by Harlan Coben ISBN 9781501217586	\$39.99+ \$6.50	250	EA	46.1	\$21.55+ \$6.50= \$28.05	\$7,012.50
5b	<i>Hunger games</i> by Suzanne Collins ISBN 9780545091022	\$39.99+ \$6.50	250	EA	46.1	\$21.55+ \$6.50= \$28.05	\$7,012.50
5c	<i>Harry Potter and the deathly hallows</i> by J.K. Rowling ISBN 9780739360385	\$79.95+ \$6.50	250	EA	46.1	\$43.09+ \$6.50= \$49.59	\$12,397.50
5d	<i>The Hobbit: the desolation of Smaug</i> UPC 00794043165016	\$24.98+ \$6.50	2000	EA	30.0%	\$17.49+ \$6.50= \$23.99	\$47,980.00
5e	<i>The Hunger games: Mockinjay, part 1</i> ISBN 9786315868184	\$19.98 +\$6.50	1500	EA	30.0%	\$13.99+ \$6.50= \$20.49	\$30,735.00
5f	<i>Cinderella</i> ISBN 9786314716363	\$39.99 +\$6.50	800	EA	30.0%	\$27.99+ \$6.50= \$34.49	\$27,592.00
	<b>FOB Destination/Unloaded; Cost of freight, handling &amp; misc. charges shall be included in Unit Price</b>					<b>TOTAL BID</b>	<b>\$2,542,985.48</b>

\*Processing and Cataloging costs to be included in the unit price of Current Mfg. List Price Unit Price and in the Revised Unit Price

END OF EXHIBIT A-2

**BAKER & TAYLOR'S RESPONSE TO OFFER AGREEMENT FOR SOLICITATION #**  
**212244 LIBRARY MATERIALS & RELATED SERVICES**

**3. CONTRACTOR MINIMUM QUALIFICATIONS**

**REFERENCES**

**Contra Costa County Library**

*Deanna Rabago Lechman*  
*Collection Development Manager*  
1750 Oak Park Blvd.  
Pleasant Hill, CA 94523  
Phone: 925-927-3220  
E-mail: [Dlechman@ccclib.org](mailto:Dlechman@ccclib.org)

Baker & Taylor has worked with Contra Costa for over 13 years.

**Maricopa County Library**

*Cindy Kolaczynski*  
*County Librarian*  
Maricopa County Library District  
2700 N Central Ave  
Suite 700  
Phoenix, AZ 85004  
Phone: 602-652-3073  
E-mail: [Cindykolacznski@mcldaz.org](mailto:Cindykolacznski@mcldaz.org)

Baker & Taylor has worked with Maricopa County for over 12 years.

**Los Angeles Public Library**

*Peggy Murphy*  
*Collection Services Manager*  
630 West 5th Street  
Los Angeles, CA 90071  
Phone: 213-228-7191  
E-mail: [pmurphy@lapl.org](mailto:pmurphy@lapl.org)

Baker & Taylor has worked with the Los Angeles Public Library for over 30 years.

## GREEN INITIATIVES

### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE

Since Baker & Taylor began in 1828, we've adapted to our changing environment. Our ecological responsibility strategy supports business growth and reflects our commitment to sustainability. Currently, we engage in many forms of conservation, including recycling and reusing materials; purchasing certified renewable energy; installing LED lighting; and establishing paper-free processes. Every year, our green initiative saves hundreds of thousands of pounds of materials while increasing workplace efficiency and decreasing our carbon footprint. We look forward to our next 180 years providing customers with exceptional service while protecting our planet.

As the premier worldwide distributor of digital and print books and entertainment products, Baker & Taylor is committed to an ecological responsibility strategy supporting both business growth and sustainability. Baker & Taylor addresses environmental issues in a number of ways, including, but not limited to the following initiatives:

- Recycling and reusing paper, plastic, glass, metal and electronic materials, as well as other office products and packaging materials such as shipping cartons and pallets
- Purchasing recycled materials
- Installing energy-efficient lights/HVAC energy management controls
- Purchasing renewable energy
- Eliminating toxic emissions through the use of soy-based, VOC (volatile organic compounds)-free inks

Paper-free processes, including invoicing, billing, reports and orders

Purchasing paper from sustainable, non-controversial sources certified for chain-of-custody and forest sustainability by the Forest Stewardship Council

## **BAKER & TAYLOR APPENDICES**

## CLS SHELF READY PRICING PROPOSAL

Based on the information contained in your IFB, 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 Request for Proposal. 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 MATERIAL PRICING PROPOSAL

**ONGOING COLLECTION SERVICES.....\$3.65/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. SPINE LABEL
6. GENRE LABEL
7. BARCODE
8. LIBRARY LOGO LABEL
9. LABEL PROTECTORS

**ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:**

<b>SPOKEN WORD TRADITIONAL/DMP PROCESSING (ADDITIONAL) .....</b>	<b>\$2.35 / \$3.10 /UNIT</b>
<b>JUVENILE KITS CATALOGING AND PROCESSING (ADDITIONAL) .....</b>	<b>\$2.25/UNIT</b>
<b>LAMINATE PAPERBACK COVERS (ADDITIONAL) .....</b>	<b>\$1.9/UNIT</b>
<b>ORIGINAL CATALOGING .....</b>	<b>\$10.00/TITLE</b>
<b>LINK AND AFFIX CUSTOMER SUPPLIED RFID TAGS* (ADDITIONAL) .....</b>	<b>\$0.30/UNIT*</b>

\*Baker & Taylor currently works with most RFID systems. Our tags operate at 13.56MHz, and are re-writeable, and fully compliant with ISO15693. If after compatibility testing B&T does not have the current software/hardware in place for the system chosen by the library, Baker & Taylor reserves the option to revise this pricing. In these instances customers should supply B&T unprogrammed RFID tags.

- ♦ 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.
- ♦ 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.

## CLS SHELF READY PRICING PROPOSAL

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 MATERIAL PRICING PROPOSAL

**DVD ONGOING COLLECTION SERVICES.....\$6.50/UNIT\***

**INCLUDES:**

1. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. DIGITAL MEDIA PROCESSING
5. REPACKAGE DVDs INTO CASES AS SPECIFIED IN LIBRARY'S EXHIBIT H
6. BARCODE
7. LIBRARY LOGO LABEL
8. SPINE LABEL
9. SPANISH LABEL AS NEEDED

**MUSIC CD ONGOING COLLECTION SERVICES.....\$6.50/UNIT\***

**INCLUDES:**

1. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. DIGITAL MEDIA PROCESSING
5. REPACKAGE CDs INTO CASES AS SPECIFIED IN LIBRARY'S EXHIBIT H
6. BARCODE
7. LIBRARY LOGO LABEL
8. SPINE LABEL

- \* TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT \$10.00/TITLE. THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT, INCLUDING THE INITIAL UNIT THAT RECEIVES THE \$10.00 CHARGE.
- \* AV CATALOGING AND PROCESSING PRICES FOR CDs AND DVDs ARE FOR BOTH SINGLE AND MULTIPLE DISC FORMAT.
- ◆ BAKER & TAYLOR'S PAYMENT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING AND PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED, OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY. INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.

## DISCOUNT TERMS AND CONDITIONS OF SALE

**Baker & Taylor, Inc.**  
**Discount Terms and Conditions of Sale (FIRM ORDER BOOK and SPOKEN WORD AUDIO)**  
**Pima County Library System**

Baker & Taylor, Inc. 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 (1)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	47.0%
II.	Juvenile Trade Hardcover Editions ( <i>POPULAR FICTION &amp; NON-FICTION</i> )	J	47.0%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	42.0%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	42.0%
V.	Mass Market Paperback Editions	P	42.0%
VI.	Single Edition Reinforced (Juvenile)	R	25.0%
VII.	Publisher's Library Edition (Juvenile)	Z	25.0%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	11.0%
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) I - (Paperback Titles of Limited Demand—primarily Juvenile)  T/U/V/W/4/Letter O - (Specialty Textbooks)  5/6/8 - (Professional Medical Titles)	S = 11.0% X = 11.0% N = 0.0% (b)  L = 11.0% (c)(d) 7 = 25.0% (d)  M = 11.0% (c)(d) I = 25.0% (d)  T = 0.0% U = 10.0% V = 0.0% W = 0.0% 4 = 11.0% Letter O = 11.0%  5 = 0.0% 6 = 0.0% 8 = 0.0%
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0% K = 0.0% 3 = 0.0%
XI.	Enhanced Service Program	Y / Q	0.0% plus \$4.95/unit (e)
XII.	Spoken Word Audio	H	46.1%
XIII.	Board Books	I	25.0%
XIV.	Novelty Items/Activity Books	I	25.0%
XV.	Special Programs, such as: - PavPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0% E = 0.0% 25.2%

(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 (calculated 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 plus \$4.95/unit service charge.
- (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 our proposal.

**Baker & Taylor, Inc.**  
**Discount Terms and Conditions of Sale**

Also, please note that:

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

Baker & Taylor, Inc.  
**Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)**  
**Pima County Library System**

Please refer to the following Terms and Conditions of Sale for the discounts offered to the Pima County Library System for Audio Visual Material.

<b>Media Type</b>	<b>Price Range</b>	<b>Discount off Current Producer's List Price</b>
DVD/Blu Ray	Any Price	30.0%*
Music CD	Any Price	27.0%*

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

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

## **CATEGORY DEFINITIONS**

- I. **Adult Trade Hardcover Editions (O, C)** (*may include some spoken word audio materials*)  
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).
- II. **Juvenile Trade Hardcover Editions (J)**  
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).
- III. **Adult Quality Paperback Editions (B, C)**  
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).
- IV. **Juvenile Quality Paperback Editions (G)**  
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).
- V. **Mass Market Paperback Editions (P)**  
A standard rack size paperback typically found in bookstores or other retail outlets.
- VI. **Single Edition Reinforced (R)**  
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor.
- VII. **Publisher Library Editions (Z)**  
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor.
- VIII. **University Press Trade Editions (A)** (*may include some spoken word audio materials*)  
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification.
- IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**  
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.
- X. **Imported English and Non-English Language Editions (F, K, 3)**  
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers.
- XI. **Enhanced Service Program Titles (Y/Q)**  
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge.
- XII. **Spoken Word Audio (H)**  
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction.
- XIII. **Board Books (I)**  
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs.
- XIV. **Novelty Items/Activity Books (T)**  
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles.
- XV. **Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**  
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions.

## RETURNS POLICY

(Revised July 2015)

### INSTITUTIONAL RETURNS

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

#### *How to Obtain Return Authorization*

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

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

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

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

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

All returns should be sent to:

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

AV RETURNS



Library & Education Account Audio/Video Product Return Policy

The following guidelines are required to ensure the prompt handling of your Audio / Video (A/V) returns; Music CD, DVD, Blu Ray product. All A/V product returns (excluding DVD/Blu-Ray lease return product - please contact customer service for separate return procedures for your DVD/Blu-Ray Lease program product) require prior return authorization from a Customer Service Representative. *Please contact your Account Coordinator or your A/V Customer Service Rep. AV Customer Service can be reached at 800.775-2600.*

*How to Obtain Return Authorization*

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

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

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

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

All returns with RA# should be sent promptly to:

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

Baker & Taylor A/V Sales 800.775-2600 x2666

April 22, 2016

Mr. John Nanosky  
Commodity Contracts Officer  
Pima County Procurement Department  
130 West Congress, 3rd Floor  
Receptionist, DT-AB3-126  
Tucson, AZ 85701

**RE: Baker & Taylor response to IFB 212244**

Dear Mr. Nanosky:

Thank you for the opportunity to respond to Pima County Library's IFB for Library Materials & Related Services. We have reviewed and fully understand the work that is to be done for the Pima County Library and we found no exceptions to your workflow and requirements. We are confident that you will find through our response and our references that Baker & Taylor has the experience and the resources to meet the unique requirements of the Pima County Library.

Baker & Taylor, based in Charlotte, NC is the leading full-line distributor of books, DVD and music products to library facilities in the world today, with annual sales of more than 63 million books from over 75,000 publishers and imprints. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. As the oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 183 years.

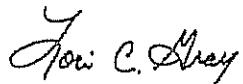
Currently, our national distribution network is comprised of five book and audio visual distribution centers that maintain a combined inventory of over 15 million items. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 5.5 million items. This depth and breadth of inventory means that Baker & Taylor has the capability to provide book, electronic content, spoken word and audio visual material to meet your patrons' demands.

We offer an extensive array of collection development assistance through our print and on-line catalogs, First Look Programs, and Collection Development department. Baker & Taylor's The Title Source (TS3) is the most authoritative database of bibliographic acquisitions information for U.S. publications in the industry.

Baker & Taylor has successfully partnered with the library for many years, and we will continue to leverage our knowledge and resources in order to exceed the library's expectations. Baker and Taylor continuously invests in new products and programs to the direct benefit of our public library market and customers. We have a team of local and regional staff members who will partner with Pima County Library to arrange setup of new services as well as a review of current services. Our team has worked with the library throughout the past ten years, and they will continue to utilize their skills to the success of the new contract. We look forward to continuing our relationship with you for all

formats of materials that the library will purchase. Should you have any questions regarding this proposal, please do not hesitate to contact us; we will be happy to assist you in any way possible and will be the main contact for all negotiations. Our contact information is below.

Sincerely,



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Baker & Taylor, LLC  
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Charlotte, NC 28217  
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**BAKER & TAYLOR'S RESPONSE TO INSTRUCTIONS TO BIDDERS FOR  
SOLICITATION # 212244 LIBRARY MATERIALS & RELATED SERVICES**

**2. OFFER AGREEMENT**

Upon award of this bid by Pima County to Baker & Taylor, this document submitted by Baker & Taylor and the Bid Document submitted by Pima County will become part of the contract agreement between the two parties.

Discounts will remain firm for the life of the contract; however, publisher's/producer's list price is subject to change without notice. Your discount will be applied to the publisher's/producer's list price at the time of shipment.

Baker & Taylor assures that the discounts extended to Pima County Libraries are equal to those offered to other customers, under identical bid terms and conditions.

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

**5. COMPLIANCE WITH AGREEMENT**

Your CLS project management team will work with the library to report on the status of expenditures. It is the responsibility of the library to manage their total purchase order amounts; Baker & Taylor will fill items that are ordered.